

FARGO CITY COMMISSION AGENDA
Monday, April 14, 2025 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 31, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. North Dakota Non-Exclusive Right to Sell Agreements with Goldmark Commercial Real Estate Inc., Property Resources Group, LLC and Dakota Commercial & Development Co.
- 2. 1st reading of an Ordinance Amending Article 13-03 of Chapter 13 of the Fargo Municipal Code Relating to the Control and Regulation of Food Service Establishments.
- 3. 1st reading of an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Enacting Section 10-0327 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare; 1st reading, 3/31/25.
- 5. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 25-1518(A) and (B) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages and Section 1-0305 of Chapter 1-03 Relating to Ordinance Violations; 1st reading, 3/31/25.
- 6. Gaming Site Authorizations:
 - a. Boys & Girls Club of the Red River Valley at Suite Shots on 5/5/25.
 - b. Fargo Angels Hockey at Double Down Bar Grill and Casino.
 - c. Fargo Park District Foundation at CJ's Tavern.
 - d. John Greenley Amvets Post #7 at Amvets.
 - e. John Greenley Amvets Post #7 at Hi-Ho Burgers & Brews.
 - f. North Dakota Horse Park Foundation at Newman Outdoor Field.
 - g. Northern Prairie Performing Arts at The Old Broadway.
 - h. Northern Prairie Performing Arts at The Windbreak.
 - i. Red River Human Service Foundation at Blarney Stone on Broadway.
 - j. Red River Human Service Foundation at Elks on Broadway.
 - k. Red River Human Service Foundation at O'Cleavy's.
 - l. Red River Human Service Foundation at Sickies on 45th.
 - m. Red River Human Service Foundation at The Northern.
- 7. Applications for Games of Chance:
 - a. Benefit for Annie Mehus for a raffle on 5/10/25; Public Spirited Resolution.

- b. El Zagal Outdoors Unlimited for a calendar raffle from 7/1/25 to 7/31/25.
 - c. Make-A-Wish North Dakota for a raffle on 5/3/25.
 - d. NDSPLS Foundation for a raffle on 2/5/26.
 - e. NDSU Pinky Swear for bingo on 5/1/25.
 - f. Rebuilding Together Fargo-Moorhead Area, Inc. for a raffle board on 5/8/25.
 - g. St. John Paul II Catholic Schools for a calendar raffle from 6/2/25 to 6/30/25.
 - h. TNT Kid's Fitness and Gymnastics for a raffle on 5/1/25.
 - i. TNT Kid's Fitness and Gymnastics for a raffle on 5/2/25 and 5/3/25.
8. Encroachment Agreement (Landscaping) with Bell Bank for two landscaping beds located at 520 Main Avenue.
 9. Excavation Fees and Guidelines Revised April 1, 2025 effective 5/1/25.
 10. Agreement Regarding Deferral of Special Assessments with NICD, LLC.
 11. Bid advertisement for Project No. UR-25-D.
 12. Contract and bond for Project No. PR-25-A1.
 13. Rescind the contract award to Master Construction Company, Inc. and reject all bids for Improvement District No. BR-25-A1.
 14. Bid award to Northern Improvement Co. in the amount of \$2,958,513.60 for Improvement District No. BR-25-C1.
 15. Bid award to Key Contracting, Inc. in the amount of \$1,323,620.00 for Improvement District No. NR-24-C1.
 16. Create Improvement District No. BR-25-G1 and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
 17. Contract and bond for Improvement District No. PR-25-C1.
 18. Contract and bond for Improvement District No. PR-25-E1.
 19. Items from the FAHR Meeting:
 - a. Bid award to First Data Merchant Services LLC in the amount of \$129,015.00 for a Point of Sale and Inventory System and related budget adjustment (RFP25077).
 - b. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Daktronics in the amount of \$288,345.00 for system upgrades at the FARGODOME and related budget adjustment (PBC25117).
 - c. Amendment to Agreement (Indigent Defense) with Stormy Vickers d/b/a Vickers Law, LLC.
 - d. Bid award to MTS Seating in the amount of \$128,429.72 for the replacement of meeting room chairs at the FARGODOME (RFP25057).
 - e. Amendment to Recycling Agreement with Minnkota Enviroservices, Inc. d/b/a Minnkota Recycling.
 - f. Stockpile Access and Removal Agreement and Release, Hold Harmless and Indemnification Agreement.
 20. Amendment to Purchase of Service Agreement with the ND Department of Health and Human Services, Behavioral Health Division.

21. Notice of Grant Award from NDDHHS for the Ryan White Part B program (CFDA #93.917).
22. Direct the City Attorney's Office to draft revisions to Fargo Municipal Code Article 11-04.
23. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Swanston Equipment in the amount of \$214,428.51 for one articulating sidewalk tractor and Lease with Option to Purchase Agreement with Kinetic Leasing, Inc. (PBC25022).
24. Bills.

REGULAR AGENDA:

25. Application for Abatement or Refund of Taxes #4592 for property located at 85 22nd Avenue North requesting a reduction in value for 2024.

PUBLIC HEARINGS - 5:15 pm:

26. **PUBLIC HEARING** – AAB Addition (4672 100th Avenue South and 10245 45th Street South); approval recommended by the Planning Commission on 1/7/25:
 - a. Zoning Change from AG, Agricultural to P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of AAB Addition.
27. **PUBLIC HEARING** - Application to transfer a Class "A" Alcoholic Beverage License from BFG, Inc. d/b/a Borrowed Bucks to No Blue, LLC d/b/a Lyv at Uptown Main to be located at 2850 Uptown Way; continued from the 3/3/25 Regular Meeting.
28. **PUBLIC HEARING** - Application for an ownership change of a Class "A" Alcoholic Beverage License for 518 Properties LLC d/b/a 518 Properties located at 4609 33rd Avenue South; continued from the 3/3/25 Regular Meeting.
29. **PUBLIC HEARING** - Hearing to consider a Renewal Plan and Developer Agreement with Skyline, LLC/Roers for Tax Increment Financing District No. 2018-03 (1100 block of 18th Street North); continued from the 3/17/25 and 3/31/25 Regular Meetings.
30. Update on the research conducted for a full-time Mayor and the addition of two City Commissioners.
31. Recommendations for appointments to the following:
 - a. Fargo Dome Authority.
 - b. Municipal Airport Authority.
32. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Michael Solc and Kallie Eberling, 902 Southwood Drive South (5 years).
 - b. Nancy J Schafer Revocable Living Trust, 4426 Carrie Rose Lane (5 years).
 - c. Erin Naylor, 1813 25 1/2 Avenue South (5 years).
 - d. Petar and Veselina Volkov, 85 22nd Avenue North (5 years).
 - e. Kimberly Ondo, 1545 4th Avenue South (5 years).
 - f. Wayne and Sandra Aamoth, 1328 7th Street South (5 years).
 - g. Barry Schmeiss, 6 North Terrace North Unit 6 (5 years).
 - h. The 2011 Kevin and Sara Alto Living Trust, 2401 South Flickertail Drive South (5 years).
 - i. Mark Eskildsen, 229 23rd Avenue North (5 years).
 - j. Carly Aamoth and Alex Wolf, 1413 7th Street South (5 years).

- k. Susan and Kurtis Hansey, 223 Prairiewood Drive South (5 years).
- l. Susan Thompson, 3308 1st Street North (5 years).
- m. Jesse and Joseph Rinehart, 723 8th Street South (5 years).
- n. Patricia and Aaron Romaine, 1505 10th Street South (5 years).
- o. Jared and Abigail Hineman, 101 Meadowlark Lane North (5 years).
- p. Derek Steiner and Anna Schimmelpfennig, 3238 45th Avenue South (5 years).
- q. Riley and Sophia McGraw, 415 University Drive South (5 years).

33. Liaison Commissioner Assignment Updates.

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

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

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

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MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: April 7, 2025

SUBJECT: Sale of Landfill Property – Realtor Listings

The City Commission established a listing price of \$3.85 per square foot for the northwestern portion of City land west of the landfill.

Previously, the City issued a request for proposal (RFP) for realtor services for the sale of this City property. In December, three proposals for a non-exclusive listing were approved to list the southern portion of the landfill property.

Listing agreements have been prepared to list the northwestern portion of the property. The agreements are attached for your consideration.

Recommended Motion:

Approve agreements with Goldmark Commercial Real Estate, Inc., Property Resources Group, LLC, and Dakota Commercial and Development Company to list the property for sale.

NORTH DAKOTA
NON-EXCLUSIVE RIGHT TO SELL AGREEMENT

This Non-Exclusive Right to Sell agreement ("Agreement") is made effective as of April 15, 2025 ("Effective Date") between **GOLDMARK COMMERCIAL REAL ESTATE INC.**, a North Dakota corporation ("Broker"), with an address of 2000 44th Street South, #102, Fargo, North Dakota 58103, and the **CITY OF FARGO**, a North Dakota municipal corporation ("Owner"), with an address 225 4th Street North, Fargo, ND 58102. This Agreement shall commence on the Effective Date and shall continue until it is terminated as set forth herein.

Subject Property

The property that is the subject of this Agreement is situated in the City of West Fargo, County of Cass and the State of North Dakota, is depicted as the area outlined on the attached Exhibit A and denoted as the "Subject Property" thereon, said "Subject Property" being a portion of a larger, unplatted parcel, the legal description of which is attached hereto as Exhibit B.

Listing Price
Broker is authorized to serve as a non-exclusive agent, as more fully described herein, for the Owner for the purpose of soliciting offers from prospective purchasers of the Subject Property. The Owner is interested in receiving such offer or offers at a listing price of **Three and 85/100ths Dollars (\$3.85) per square foot** on the following terms: cash to owner at closing, or at such other price and terms as shall be acceptable to owner.

Type of Listing

This listing is and shall be considered by the parties to be a non-exclusive listing and Broker's right to a commission will arise upon the procurement of a ready, willing, and able purchaser by Broker and upon the closing of such sale.

Sharing of Closed Sales Data

Owner authorizes Broker to share the final selling price with licensed appraisers and Realtors for purposes of determining comparative sales data.

Representation

Owner acknowledges Broker is a brokerage firm that represents multiple owners and buyers. Owner desires the Subject Property be presented to such persons or entities and consents to the dual representation created. Broker will not disclose the confidential information of one principal to the other. Broker does however warrant it will disclose the parties it represents to all parties to the transaction.

Broker Responsibilities

Broker agrees to pursue these duties and obligations with diligence: To undertake efforts to find a buyer for the Properties. To furnish data requested by cooperating brokers. To furnish the information provided herein to third parties. To offer the Properties in compliance with all applicable federal, state, and local laws and regulations. To promptly communicate all purchase proposals to Owner. To hold in trust all moneys in the transaction paid to Broker.

Owner Responsibilities

Owner agrees: To furnish a Certificate of Title or Abstract from a reliable abstract company. To furnish a Limited Warranty Deed conveying a good and marketable title. To provide evidence of an environmental survey, if any. To make available to Broker and prospective purchasers all data, records, and documents pertaining to the Subject Property. To disclose to Broker and to prospective buyers any and all information that Owner has regarding present and future zoning requirements, environmental matters, and other information that may affect the Subject Property or the prospect's right to know. To allow Broker, or any other broker with whom Broker chooses to cooperate, to show the Subject Property at reasonable times and upon reasonable notice. To commit no act that might tend to obstruct the Broker's performance hereunder. To hold Broker harmless from any causes of action or other liability arising out of incorrect information furnished by Owner or undisclosed information. To notify Broker within seven (7) days of any changes in rentals or substantial expenses of the Subject Property. To pay Broker a sales commission upon closing of the sale with the commission to be paid at the closing unless other arrangements are agreed upon in writing between the Owner and Broker.

Commission Compensation

Owner agrees to pay Broker as compensation for services rendered a fee of three percent (3%) of the selling price under any of the following conditions:

1. Broker procures a purchaser upon the terms specified herein or pursuant to other terms acceptable to Owner.

Authority to Receive Deposit

Broker is authorized to receive a deposit from any purchaser who offers to buy the Subject Property, or a portion thereof, and shall promptly notify Owner of the receipt of any such deposit. Any such deposit shall be considered accepted only when Owner accepts buyer's offer.

Advisories and Disclaimers

Broker and Owner recognize and acknowledge the following:

1. The City of West Fargo has a policy that essentially either encourages or requires the platting of any previously unplatted property prior to the recording of a deed intended to convey such unplatted property. Any proposed offer of purchase of the Subject Property may be subject to the meeting of said policy or requirement and, therefore, Broker is hereby advised that an acceptable proposed offer may necessarily include an accommodation permitting or mandating that actual execution or delivery, or both, of a deed conveying the Subject Property not occur until after such plat has been approved by the City of West Fargo.
2. The Owner reserves the right to reject any and all offers by prospective purchasers for any reason.

Termination

Subject to the exceptions listed below, the appointment of Broker as an authorized listing agent for the Owner shall terminate on Wednesday, December 31, 2025, at 4:30 p.m. Central Standard Time. The exceptions to termination shall be as follows:

1. The termination deadline shall not affect the Broker's agency status as to a bona fide offer for the purchase of the Subject Property which offer has been delivered to the Owner prior to said termination deadline. For purposes of this provision, a bona fide offer for such purchase shall be deemed to have been delivered if (a) a written purchase agreement has been prepared and has been signed by an authorized person, officer or agent of the prospective purchaser, and (b) said signed purchase agreement has been delivered to the Owner prior to said termination deadline.
2. This Agreement, and the agency status established thereby, may be terminated by either party—the Owner or Broker—upon fourteen days written notice delivered to the other party.
3. This Agreement, and the agency status established thereby, may be extended beyond the deadline by agreement of the parties hereto.
4. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,
 - a. in the case of the Broker, to GOLDMARK COMMERCIAL REAL ESTATE INC., 2000 44th Street South, #102, Fargo, North Dakota 58103, Attention: Nate Vollmuth; and,
 - b. in the case of the Owner, to the City of Fargo, 225 4th Street North, North Dakota 58102, Attention: Director of Strategic Planning and Research AND to the City of Fargo at 225 North 4th Street, Fargo, North Dakota 58102, Attention: City Auditor;
 - c. or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Dispute Resolution.

In the event of any dispute between Owner and Broker relating to this Non-Exclusive Right to Sell, Owner and Broker agree to consider mediation as a means to resolve such dispute.

The Owner warrants that it is the Owner of record of the Subject Property, subject to easements and encumbrances of record.

BROKER:
Goldmark Commercial Real Estate Inc.,
a North Dakota corporation



By: Nate Vollmuth, Commercial Agent

Dated: 4.9.2025

OWNER:
City of Fargo,
a North Dakota municipal corporation

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

Dated: _____

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

THE “SUBJECT PROPERTY”

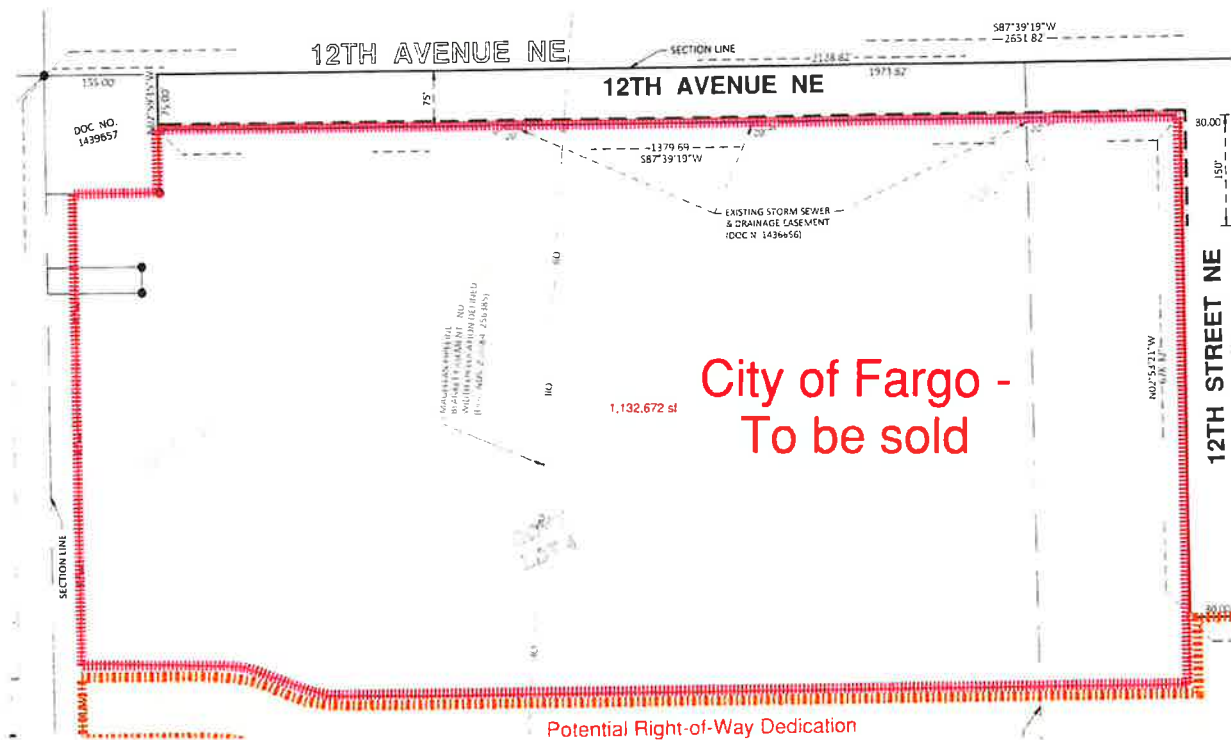


EXHIBIT B TO NON-EXCLUSIVE RIGHT TO SELL AGREEMENT

DESCRIPTION OF LARGER, UNPLATTED PARCEL

That part of the Northwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of West Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 87°39'19" East, along the northerly line of said Northwest Quarter, for a distance of 155.00 feet to the northeast corner of a tract described in said Document No. 1439657, on file at the Cass County Recorder's Office; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 1439657, for a distance of 50.00 feet to a point of intersection with the southerly line of the North 50.00 feet of said Northwest Quarter and the True Point of Beginning; thence continue South 02°59'15" East, along the easterly line of a tract described in said Document No. 1439657, for a distance of 110.00 feet; thence South 87°39'19" West, along the southerly line of a tract described in said Document No. 1439657, for a distance of 155.00 feet to a point of intersection with the westerly line of said Northwest Quarter; thence South 02°59'15" East, along the westerly line of said Northwest Quarter, for a distance of 100.00 feet to the northwest corner of a tract described in Document No. 954625, on file at said Recorder's Office; thence North 87°39'19" East, along the northerly line of a tract described in said Document No. 954625, for a distance of 130.00 feet to the northeast corner of a tract described in said Document No. 954625; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 954625, for a distance of 35.00 feet to the southeast corner of said Document No. 954625; thence South 87°39'19" West, along the southerly line of a tract described in said Document No. 954625, for a distance of 130.00 feet to a point of intersection with the westerly line of said Northwest Quarter; thence South 02°59'15" East, along the westerly line of said Northwest Quarter, for a distance of 647.27 feet to the northwest corner of a tract described in Document No. 1648825, on file at said Recorder's Office; thence North 87°41'21" East, along the northerly line of a tract described in said Document No. 1648825, the northerly line of tract described in Book 292, Page 103, Book 290, Page 287, and Book 300, Page 641, all on file in said Recorder's Office, and along the northerly line of a tract described in Document No. 1641774, on file at said Recorder's Office, for a distance of 550.00 feet to the northeast corner of a tract described in said Document No. 1641774; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 1641774, for a distance of 150.00 feet to the southeast corner of a tract described in said Document No. 1641774; thence South 87°41'21" West, along the southerly line of the tracts described in said Document No. 164177, said Book 300, Page 641, said Book 290, Page 287, said Book 292, Page 103, and said Document No. 1648825, for a distance of 550.00 feet to a point of intersection with the westerly line of said Northwest Quarter; thence South 02°59'15" East, along the westerly line of said Northwest Quarter, for a distance of 50.00 feet to the northwest corner of a tract described in Document No. 1699553, on file at said Recorder's Office; thence North 87°41'21" East, along the northerly line of a tract described in said Document No. 1699553, and along the northerly line of tracts described in Document Nos. 985739, 1456361, 925139, 1625673, 1356145, and 598509, all on file at said Recorder's Office, for a distance of 950.22 feet to the northeast corner of a tract described in said Document No. 598509; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 598509, for a distance of 218.63 feet to a point of intersection with the northerly line of Auditor's Lot No. 2 of the Northwest Quarter of said Section 4, on file at said Recorder's Office; thence North 87°44'23" East, along the northerly line of said Auditor's Lot No. 2, for a distance of 48.86 feet to the northeast corner of said Auditor's Lot No. 2; thence South 02°59'15" East, along the easterly line of said Auditor's Lot No. 2 and its southerly extension, for a distance of 199.96 feet to a point of intersection with the northerly line of a tract described in Document No. 1374936, on file at said Recorder's Office; thence North 87°44'23" East, along the northerly line of a tract described in said Document No. 1374936, for a distance of 1.68 feet; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 1374936, for a distance of 198.19 feet; thence North 87°42'51" East, along the northerly line of a tract described in said Document No. 1374936, for a distance of 326.04 feet to a point of intersection with the westerly line of a tract of land described in Document No. 1651350, on file at said Recorder's Office; thence North 03°00'57" West, along the westerly line of a tract described in said Document No. 1651350, for a distance of 36.65 feet to the northwest corner of a tract described in said Document No. 1651350; thence North 88°35'54" East, along the northerly line of a tract described in said Document No. 1651350, for a distance of 267.79 feet to the northwest corner of Auditor's Lot No. 1 of the Northwest Quarter of said Section 4, on file at said Recorder's Office; thence North 88°35'54" East, along the northerly line of said Auditor's Lot No. 1, for a distance of 264.98 feet to the northwest corner of Kautzman's First Addition, on file at said Recorder's Office; thence North 88°35'54" East, along the northerly line of said Kautzman's First Addition, for a distance of 480.00 feet; thence North 03°02'44" West, along the northerly line of said Kautzman's First Addition, for a

distance of 228.86 feet; thence North $02^{\circ}53'21''$ West for a distance of 757.83 feet; thence South $87^{\circ}39'19''$ West for a distance of 806.14 feet; thence North $02^{\circ}53'21''$ West for a distance of 703.32 feet to a point of intersection with the southerly line of the North 50.00 feet of said Northwest Quarter; thence South $87^{\circ}39'19''$ West, along the southerly line of the North 50.00 feet of said Northwest Quarter, for a distance of 1379.73 feet to the True Point of Beginning.

Said tract contains 61.846 acres, more or less, and is subject to easements as may be of record.

NORTH DAKOTA
NON-EXCLUSIVE RIGHT TO SELL AGREEMENT

This Non-Exclusive Right to Sell agreement ("Agreement") is made effective as of April 15, 2025 ("Effective Date") between **PROPERTY RESOURCES GROUP, LLC**, a North Dakota limited liability company ("Broker"), with an address of 4609 33rd Avenue South, Fargo, North Dakota 58104, and the **CITY OF FARGO**, a North Dakota municipal corporation ("Owner"), with an address 225 4th Street North, Fargo, ND 58102. This Agreement shall commence on the Effective Date and shall continue until it is terminated as set forth herein.

Subject Property

The property that is the subject of this Agreement is situate in the City of West Fargo, County of Cass and the State of North Dakota, is depicted as the area outlined on the attached Exhibit A and denoted as the "Subject Property" thereon, said "Subject Property" being a portion of a larger, unplatted parcel, the legal description of which is attached hereto as Exhibit B.

Listing Price

Broker is authorized to serve as a non-exclusive agent, as more fully described herein, for the Owner for the purpose of soliciting offers from prospective purchasers of the Subject Property. The Owner is interested in receiving such offer or offers at a listing price of **Three and 85/100ths Dollars (\$3.85) per square foot** on the following terms: cash to owner at closing, or at such other price and terms as shall be acceptable to owner.

Type of Listing

This listing is and shall be considered by the parties to be a non-exclusive listing and Broker's right to a commission will arise upon the procurement of a ready, willing, and able purchaser by Broker and upon the closing of such sale.

Sharing of Closed Sales Data

Owner authorizes Broker to share the final selling price with licensed appraisers and Realtors for purposes of determining comparative sales data.

Representation

Owner acknowledges Broker is a brokerage firm that represents multiple owners and buyers. Owner desires the Subject Property be presented to such persons or entities and consents to the dual representation created. Broker will not disclose the confidential information of one principal to the other. Broker does however warrant it will disclose the parties it represents to all parties to the transaction.

Broker Responsibilities

Broker agrees to pursue these duties and obligations with diligence: To undertake efforts to find a buyer for the Properties. To furnish data requested by cooperating brokers. To furnish the information provided herein to third parties. To offer the Properties in compliance with all applicable federal, state, and local laws and regulations. To promptly communicate all purchase proposals to Owner. To hold in trust all moneys in the transaction paid to Broker.

Owner Responsibilities

Owner agrees: To furnish a Certificate of Title or Abstract from a reliable abstract company. To furnish a Limited Warranty Deed conveying a good and marketable title. To provide evidence of an environmental survey, if any. To make available to Broker and prospective purchasers all data, records, and documents pertaining to the Subject Property. To disclose to Broker and to prospective buyers any and all information that Owner has regarding present and future zoning requirements, environmental matters, and other information that may affect the Subject Property or the prospect's right to know. To allow Broker, or any other broker with whom Broker chooses to cooperate, to show the Subject Property at reasonable times and upon reasonable notice. To commit no act that might tend to obstruct the Broker's performance hereunder. To hold Broker harmless from any causes of action or other liability arising out of incorrect information furnished by Owner or undisclosed information. To notify Broker within seven (7) days of any changes in rentals or substantial expenses of the Subject Property. To pay Broker a sales commission upon closing of the sale with the commission to be paid at the closing unless other arrangements are agreed upon in writing between the Owner and Broker.

Commission Compensation

Owner agrees to pay Broker as compensation for services rendered a fee of three percent (3%) of the selling price under any of the following conditions:

1. Broker procures a purchaser upon the terms specified herein or pursuant to other terms acceptable to Owner.

Authority to Receive Deposit

Broker is authorized to receive a deposit from any purchaser who offers to buy the Subject Property, or a portion thereof, and shall promptly notify Owner of the receipt of any such deposit. Any such deposit shall be considered accepted only when Owner accepts buyer's offer.

Advisories and Disclaimers

Broker and Owner recognize and acknowledge the following:

1. The City of West Fargo has a policy that essentially either encourages or requires the platting of any previously unplatted property prior to the recording of a deed intended to convey such unplatted property. Any proposed offer of purchase of the Subject Property may be subject to the meeting of said policy or requirement and, therefore, Broker is hereby advised that an acceptable proposed offer may necessarily include an accommodation permitting or mandating that actual execution or delivery, or both, of a deed conveying the Subject Property not occur until after such plat has been approved by the City of West Fargo.
2. The Owner reserves the right to reject any and all offers by prospective purchasers for any reason.

Termination

Subject to the exceptions listed below, the appointment of Broker as an authorized listing agent for the Owner shall terminate on Wednesday, December 31, 2025, at 4:30 p.m. Central Standard Time. The exceptions to termination shall be as follows:

1. The termination deadline shall not affect the Broker's agency status as to a bona fide offer for the purchase of the Subject Property which offer has been delivered to the Owner prior to said termination deadline. For purposes of this provision, a bona fide offer for such purchase shall be deemed to have been delivered if (a) a written purchase agreement has been prepared and has been signed by an authorized person, officer or agent of the prospective purchaser, and (b) said signed purchase agreement has been delivered to the Owner prior to said termination deadline.
2. This Agreement, and the agency status established thereby, may be terminated by either party—the Owner or Broker—upon fourteen days written notice delivered to the other party.
3. This Agreement, and the agency status established thereby, may be extended beyond the deadline by agreement of the parties hereto.
4. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,
 - a. in the case of the Broker, to PROPERTY RESOURCES GROUP, LLC, 4609 33rd Avenue South, Fargo, North Dakota 58104, Attention: Justin Gustofson; and,
 - b. in the case of the Owner, to the City of Fargo, 225 4th Street North, North Dakota 58102, Attention: Director of Strategic Planning and Research AND to the City of Fargo at 225 North 4th Street, Fargo, North Dakota 58102, Attention: City Auditor;
 - c. or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Dispute Resolution.

In the event of any dispute between Owner and Broker relating to this Non-Exclusive Right to Sell, Owner and Broker agree to consider mediation as a means to resolve such dispute.

The Owner warrants that it is the Owner of record of the Subject Property, subject to easements and encumbrances of record.

BROKER:
PROPERTY RESOURCES GROUP, LLC,
a North Dakota limited liability company

DocuSigned by:

Justin Gustofson

43A9EACECCD849E...

By: Justin Gustofson, its Commercial Agent

Dated: 4/9/2025

OWNER:
City of Fargo,
a North Dakota municipal corporation

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

Dated: _____

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

THE “SUBJECT PROPERTY”

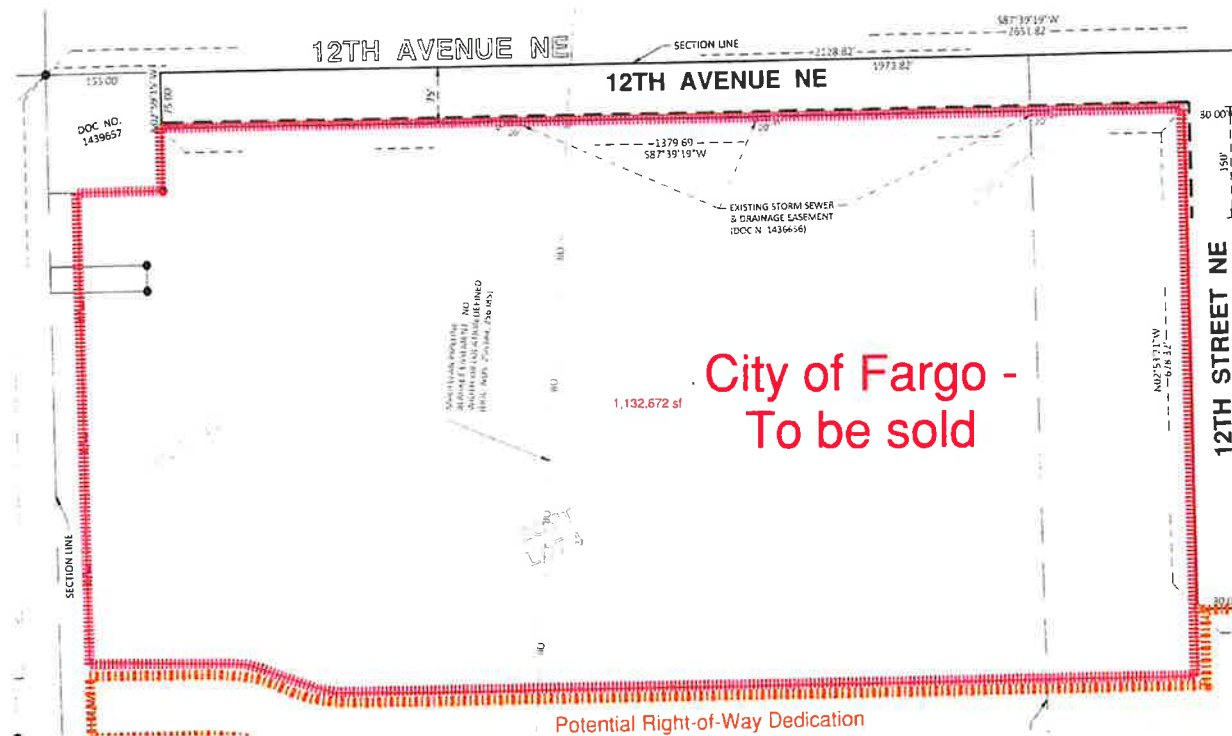


EXHIBIT B TO NON-EXCLUSIVE RIGHT TO SELL AGREEMENT

DESCRIPTION OF LARGER, UNPLATTED PARCEL

That part of the Northwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of West Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 87°39'19" East, along the northerly line of said Northwest Quarter, for a distance of 155.00 feet to the northeast corner of a tract described in Document No. 1439657, on file at the Cass County Recorder's Office; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 1439657, for a distance of 50.00 feet to a point of intersection with the southerly line of the North 50.00 feet of said Northwest Quarter and the True Point of Beginning; thence continue South 02°59'15" East, along the easterly line of a tract described in said Document No. 1439657, for a distance of 110.00 feet; thence South 87°39'19" West, along the southerly line of a tract described in said Document No. 1439657, for a distance of 155.00 feet to a point of intersection with the westerly line of said Northwest Quarter; thence South 02°59'15" East, along the westerly line of said Northwest Quarter, for a distance of 100.00 feet to the northwest corner of a tract described in Document No. 954625, on file at said Recorder's Office; thence North 87°39'19" East, along the northerly line of a tract described in said Document No. 954625, for a distance of 130.00 feet to the northeast corner of a tract described in said Document No. 954625; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 954625, for a distance of 35.00 feet to the southeast corner of said Document No. 954625; thence South 87°39'19" West, along the southerly line of a tract described in said Document No. 954625, for a distance of 130.00 feet to a point of intersection with the westerly line of said Northwest Quarter; thence South 02°59'15" East, along the westerly line of said Northwest Quarter, for a distance of 647.27 feet to the northwest corner of a tract described in Document No. 1648825, on file at said Recorder's Office; thence North 87°41'21" East, along the northerly line of a tract described in said Document No. 1648825, the northerly line of tract described in Book 292, Page 103, Book 290, Page 287, and Book 300, Page 641, all on file in said Recorder's Office, and along the northerly line of a tract described in Document No. 1641774, on file at said Recorder's Office, for a distance of 550.00 feet to the northeast corner of a tract described in said Document No. 1641774; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 1641774, for a distance of 150.00 feet to the southeast corner of a tract described in said Document No. 1641774; thence South 87°41'21" West, along the southerly line of the tracts described in said Document No. 164177, said Book 300, Page 641, said Book 290, Page 287, said Book 292, Page 103, and said Document No. 1648825, for a distance of 550.00 feet to a point of intersection with the westerly line of said Northwest Quarter; thence South 02°59'15" East, along the westerly line of said Northwest Quarter, for a distance of 50.00 feet to the northwest corner of a tract described in Document No. 1699553, on file at said Recorder's Office; thence North 87°41'21" East, along the northerly line of a tract described in said Document No. 1699553, and along the northerly line of tracts described in Document Nos. 985739, 1456361, 925139, 1625673, 1356145, and 598509, all on file at said Recorder's Office, for a distance of 950.22 feet to the northeast corner of a tract described in said Document No. 598509; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 598509, for a distance of 218.63 feet to a point of intersection with the northerly line of Auditor's Lot No. 2 of the Northwest Quarter of said Section 4, on file at said Recorder's Office; thence North 87°44'23" East, along the northerly line of said Auditor's Lot No. 2, for a distance of 48.86 feet to the northeast corner of said Auditor's Lot No. 2; thence South 02°59'15" East, along the easterly line of said Auditor's Lot No. 2 and its southerly extension, for a distance of 199.96 feet to a point of intersection with the northerly line of a tract described in Document No. 1374936, on file at said Recorder's Office; thence North 87°44'23" East, along the northerly line of a tract described in said Document No. 1374936, for a distance of 1.68 feet; thence South 02°59'15" East, along the easterly line of a tract described in said Document No. 1374936, for a distance of 198.19 feet; thence North 87°42'51" East, along the northerly line of a tract described in said Document No. 1374936, for a distance of 326.04 feet to a point of intersection with the westerly line of a tract of land described in Document No. 1651350, on file at said Recorder's Office; thence North 03°00'57" West, along the westerly line of a tract described in said Document No. 1651350, for a distance of 36.65 feet to the northwest corner of a tract described in said Document No. 1651350; thence North 88°35'54" East, along the northerly line of a tract described in said Document No. 1651350, for a distance of 267.79 feet to the northwest corner of Auditor's Lot No. 1 of the Northwest Quarter of said Section 4, on file at said Recorder's Office; thence North 88°35'54" East, along the northerly line of said Auditor's Lot No. 1, for a distance of 264.98 feet to the northwest corner of Kautzman's First Addition, on file at said Recorder's Office; thence North 88°35'54" East, along the northerly line of said Kautzman's First Addition, for a distance of 480.00 feet; thence North 03°02'44" West, along the northerly line of said Kautzman's First Addition, for a

distance of 228.86 feet; thence North $02^{\circ}53'21''$ West for a distance of 757.83 feet; thence South $87^{\circ}39'19''$ West for a distance of 806.14 feet; thence North $02^{\circ}53'21''$ West for a distance of 703.32 feet to a point of intersection with the southerly line of the North 50.00 feet of said Northwest Quarter; thence South $87^{\circ}39'19''$ West, along the southerly line of the North 50.00 feet of said Northwest Quarter, for a distance of 1379.73 feet to the True Point of Beginning.

Said tract contains 61.846 acres, more or less, and is subject to easements as may be of record.

NORTH DAKOTA
NON-EXCLUSIVE RIGHT TO SELL AGREEMENT

This Non-Exclusive Right to Sell agreement ("Agreement") is made effective as of April 15, 2025 ("Effective Date") between **DAKOTA COMMERCIAL & DEVELOPMENT CO.**, a North Dakota corporation, doing business as DAKOTA COMMERCIAL ("Broker"), with an address of 3168 41st St., Ste 1, Fargo, ND 58104, and the **CITY OF FARGO**, a North Dakota municipal corporation ("Owner"), with an address 225 4th Street North, Fargo, ND 58102. This Agreement shall commence on the Effective Date and shall continue until it is terminated as set forth herein.

Subject Property

The property that is the subject of this Agreement is situate in the City of West Fargo, County of Cass and the State of North Dakota, is depicted as the area outlined on the attached Exhibit A and denoted as the "Subject Property" thereon, said "Subject Property" being a portion of a larger, unplatted parcel, the legal description of which is attached hereto as Exhibit B.

Listing Price

Broker is authorized to serve as a non-exclusive agent, as more fully described herein, for the Owner for the purpose of soliciting offers from prospective purchasers of the Subject Property. The Owner is interested in receiving such offer or offers at a listing price of **Three and 85/100ths Dollars (\$3.85) per square foot** on the following terms: cash to owner at closing, or at such other price and terms as shall be acceptable to owner.

Type of Listing

This listing is and shall be considered by the parties to be a non-exclusive listing and Broker's right to a commission will arise upon the procurement of a ready, willing, and able purchaser by Broker and upon the closing of such sale.

Sharing of Closed Sales Data

Owner authorizes Broker to share the final selling price with licensed appraisers and Realtors for purposes of determining comparative sales data.

Representation

Owner acknowledges Broker is a brokerage firm that represents multiple owners and buyers. Owner desires the Subject Property be presented to such persons or entities and consents to the dual representation created. Broker will not disclose the confidential information of one principal to the other. Broker does however warrant it will disclose the parties it represents to all parties to the transaction.

Broker Responsibilities

Broker agrees to pursue these duties and obligations with diligence: To undertake efforts to find a buyer for the Properties. To furnish data requested by cooperating brokers. To furnish the information provided herein to third parties. To offer the Properties in compliance with all applicable federal, state, and local laws and regulations. To promptly communicate all purchase proposals to Owner. To hold in trust all moneys in the transaction paid to Broker.

Owner Responsibilities

Owner agrees: To furnish a Certificate of Title or Abstract from a reliable abstract company. To furnish a Limited Warranty Deed conveying a good and marketable title. To provide evidence of an environmental survey, if any. To make available to Broker and prospective purchasers all data, records, and documents pertaining to the Subject Property. To disclose to Broker and to prospective buyers any and all information that Owner has regarding present and future zoning requirements, environmental matters, and other information that may affect the Subject Property or the prospect's right to know. To allow Broker, or any other broker with whom Broker chooses to cooperate, to show the Subject Property at reasonable times and upon reasonable notice. To commit no act that might tend to obstruct the Broker's performance hereunder. To hold Broker harmless from any causes of action or other liability arising out of incorrect information furnished by Owner or undisclosed information. To notify Broker within seven (7) days of any changes in rentals or substantial expenses of the Subject Property. To pay Broker a sales commission upon closing of the sale with the commission to be paid at the closing unless other arrangements are agreed upon in writing between the Owner and Broker.

Commission Compensation

Owner agrees to pay Broker as compensation for services rendered a fee of three percent (3%) of the selling price under any of the following conditions:

1. Broker procures a purchaser upon the terms specified herein or pursuant to other terms acceptable to Owner.

Authority to Receive Deposit

Broker is authorized to receive a deposit from any purchaser who offers to buy the Subject Property, or a portion thereof, and shall promptly notify Owner of the receipt of any such deposit. Any such deposit shall be considered accepted only when Owner accepts buyer's offer.

Advisories and Disclaimers

Broker and Owner recognize and acknowledge the following:

1. The City of West Fargo has a policy that essentially either encourages or requires the platting of any previously unplatted property prior to the recording of a deed intended to convey such unplatted property. Any proposed offer of purchase of the Subject Property may be subject to the meeting of said policy or requirement and, therefore, Broker is hereby advised that an acceptable proposed offer may necessarily include an accommodation permitting or mandating that actual execution or delivery, or both, of a deed conveying the Subject Property not occur until after such plat has been approved by the City of West Fargo.
2. The Owner reserves the right to reject any and all offers by prospective purchasers for any reason.

Termination

Subject to the exceptions listed below, the appointment of Broker as an authorized listing agent for the Owner shall terminate on Wednesday, December 31, 2025, at 4:30 p.m. Central Standard Time. The exceptions to termination shall be as follows:

1. The termination deadline shall not affect the Broker's agency status as to a bona fide offer for the purchase of the Subject Property which offer has been delivered to the Owner prior to said termination deadline. For purposes of this provision, a bona fide offer for such purchase shall be deemed to have been delivered if (a) a written purchase agreement has been prepared and has been signed by an authorized person, officer or agent of the prospective purchaser, and (b) said signed purchase agreement has been delivered to the Owner prior to said termination deadline.
2. This Agreement, and the agency status established thereby, may be terminated by either party—the Owner or Broker—upon fourteen days written notice delivered to the other party.
3. This Agreement, and the agency status established thereby, may be extended beyond the deadline by agreement of the parties hereto.
4. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,
 - a. in the case of the Broker, to DAKOTA COMMERCIAL & DEVELOPMENT CO, d/b/a Dakota Commercial, 3168 41st St., Ste 1, Fargo, ND 58104, Attention: Neal Beitelspacher; and,
 - b. in the case of the Owner, to the City of Fargo, 225 4th Street North, North Dakota 58102, Attention: Director of Strategic Planning and Research AND to the City of Fargo at 225 North 4th Street, Fargo, North Dakota 58102, Attention: City Auditor;
 - c. or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Dispute Resolution.

In the event of any dispute between Owner and Broker relating to this Non-Exclusive Right to Sell, Owner and Broker agree to consider mediation as a means to resolve such dispute.

The Owner warrants that it is the Owner of record of the Subject Property, subject to easements and encumbrances of record.

BROKER:

DAKOTA COMMERCIAL & DEVELOPMENT CO,
a North Dakota corporation


By: Neal Beitelspacher, Associate Broker
Dated: April 9, 2024

OWNER:

City of Fargo,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

THE "SUBJECT PROPERTY"

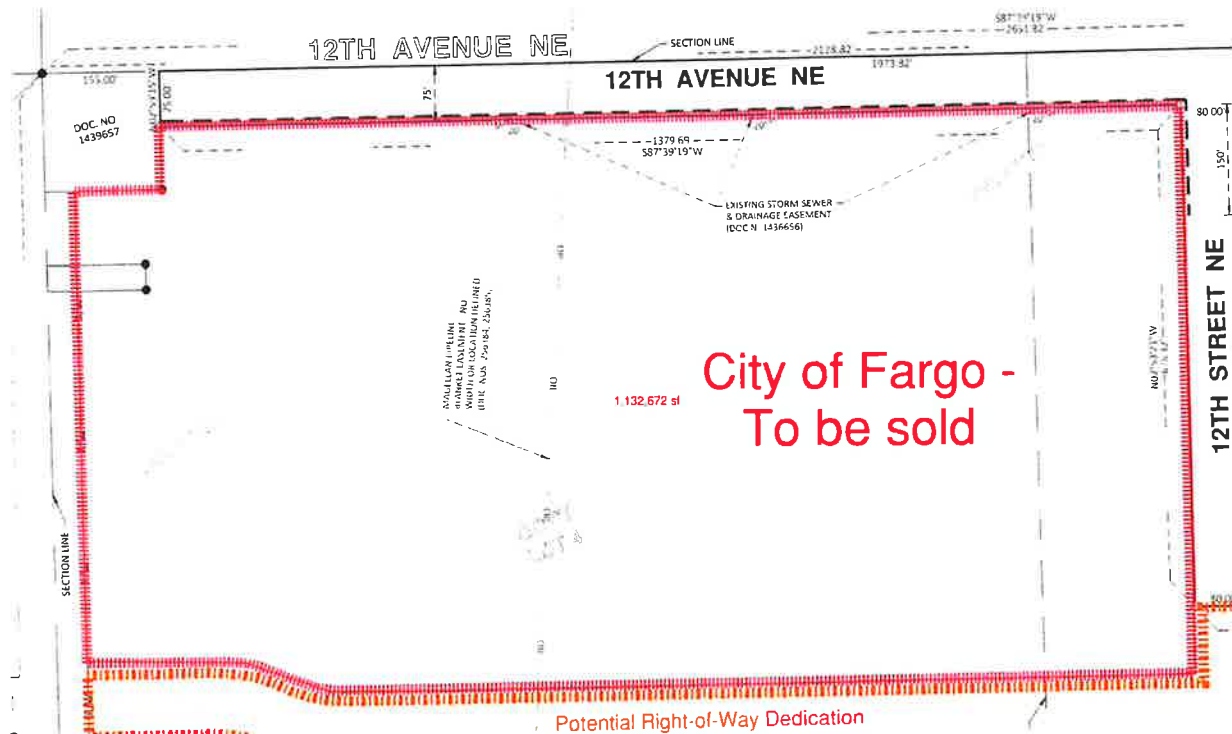


EXHIBIT B
TO NON-EXCLUSIVE RIGHT TO SELL AGREEMENT
DESCRIPTION OF LARGER, UNPLATTED PARCEL

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Said tract contains 61.846 acres, more or less, and is subject to easements as may be of record.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 13-03 OF CHAPTER 13
OF THE FARGO MUNICIPAL CODE RELATING TO THE CONTROL AND REGULATION
OF FOOD SERVICE ESTABLISHMENTS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

**ARTICLE 13-03 CONTROL AND REGULATION OF FOOD SERVICE
ESTABLISHMENTS**

13-0301. Definitions.

In this chapter, unless the context otherwise requires,

1. "Food" shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. ~~2.~~ "License" shall mean a written authorization to operate a food establishment issued by the public health department.
2. "Misbranded" shall mean food, if in packaged form, that lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or if it is offered for sale under the name of another food or if it purports to be or is represented as a food for which a definition and standard identity has been prescribed and it is not.
3. "Proprietor" shall mean the person in charge of a food ~~service~~ establishment, whether as an owner, lessee, licensee, manager, or agent.
4. "Public health department" shall mean Fargo Cass Public Health, or any name by which such department shall be known hereafter, and its authorized representatives.

13-0302. Operation of a F~~food establishments to be kept clean~~ – license required.

~~Every person keeping, maintaining, or being in charge of any public or private food establishment shall keep such public or private food establishment in a clean, pure, and wholesome condition; and if any such person shall allow or permit the same to be, become, or remain unclean, impure, or unwholesome, such person shall be guilty of a violation of this article.~~

No person shall operate a food establishment without first applying for and obtaining a license issued by the public health department. A license shall be issued when a pre-operational inspection has determined that the proposed food establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. The initial application for a license shall extend from the date of issuance until year-end. Thereafter, the food establishment license may be renewed annually on January 1. All food establishments shall pay an annual license fee in an amount to be established by resolution of the board of city commissioners, said fee payable prior to January 1st of each year.

13-0303. Inspection of food establishments.

Every food establishment shall be inspected by the public health department as often as necessary to determine compliance with this chapter. Frequency of inspections shall be based on a system of risk categorization which involves types of foods served, the

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1 ~~preparation process~~ steps these foods require, and ~~the~~ population served. It shall be the duty
2 of the public health department to visit, as often as required, each ~~public and private~~
3 ~~licensed food establishment~~ to examine and carefully inspect all such ~~meat, fish, oysters,~~
4 ~~birds or fowls, vegetables, fruit, or other provisions, food.~~

5 ~~and if~~ any adulterated, misbranded, mislabeled, unhealthy, unwholesome, or unapproved
6 ~~food or ingredient deleterious meat, fish, oysters, birds, or fowls, vegetables, fruit, or other~~
7 ~~provisions so intended for sale or other disposition as human consumption food is found in~~
8 ~~or about any such public or private a licensed food establishment, the public health~~
9 ~~department shall at once give immediately notify the person in charge, or temporarily in~~
10 ~~charge of the same notice to remove at once the same out of said city or to such place as~~
11 ~~the public health department shall direct or to destroy the same. The person in whose~~
12 ~~custody and possession the same shall be found to be shall at once remove the same out of~~
13 ~~the city or to such place as the public health department shall direct or destroy the same as~~
14 ~~may be directed. The public health department, if deemed advisable, may take possession~~
15 ~~of such unhealthy, unwholesome meat, fish, oysters, birds, fowls, vegetables, fruit, or other~~
16 ~~provisions questioned food so intended for sale or other disposition as human food~~
17 ~~consumption and destroy the same at the expense of the person in whose custody such~~
18 ~~unwholesome provisions are found.~~

19 Furthermore, based upon inspection findings or other evidence, the public health
20 department may ~~impound embargo~~ any food that is found to be, or suspected of being,
21 contaminated or adulterated and ~~impound embargo~~ equipment or utensils that are found to
22 be unsanitary or in such disrepair that food, equipment, or utensils may become
23 contaminated or adulterated. No embargoed food, equipment, or utensils ~~impounded~~ shall
be used unless the impoundment embargo has been released.

The public health department shall have free access to all food establishments at any
reasonable time for purposes of inspection. The public health department may enter,
inspect, photograph, and secure any sample, photographs, or other evidence from the food
establishment, for the purpose of enforcing this chapter. A written report of the inspection
shall be made, and a copy shall be provided to the food establishment. It shall be a violation
of this chapter for any person or establishment subject to the requirements of this chapter
to refuse entry or inspection, the taking of samples, photographs, or other evidence or who
otherwise attempts to conceal samples or evidence. The public health department may
obtain an administrative search warrant to obtain the same.

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ORDINANCE NO. _____

13-0304. Food establishments—~~Inspection of premises—Inspection fee—Suspension or revocation of license~~ License Suspension, Revocation, and Closure.

~~The public health department shall have free access to all food establishments at any reasonable time for purposes of inspection. The public health department may enter, inspect, photograph, and secure any sample, photographs, or other evidence from food establishment, for the purpose of enforcing this chapter. A written report of the inspection shall be made and a copy shall be provided to the owner, manager, or operator of the food establishment. If a person or establishment subject to the requirements of this chapter refuses to permit entry or inspection, the taking of samples, photographs, or other evidence or otherwise attempts to conceal samples or evidence, the public health department may obtain an administrative search warrant to obtain the same. All food establishments shall pay an annual license fee in an amount to be established by resolution of the board of city commissioners, said fee payable prior to January 1st of each year. A license shall be issued when a pre-operational inspection has determined that the proposed food establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. A license shall be valid only for the person, location, type of food sales, or distribution activity approved and, unless suspended or revoked for cause, for the time period indicated. The license shall be posted in a conspicuous place in the food establishment. Fees shall be sufficient to cover the actual expenses of administering and enforcing this program, including the expenses of inspecting.~~

~~Whenever the proprietor of a market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food establishment has been convicted of a violation of this chapter and for a period of ten days after the conviction fails to comply with any provision of this chapter, the public health department may suspend or revoke the proprietor's license. Any license may be suspended or revoked by the public health department for violation of this chapter. Any food establishment for which the license has been suspended, shall close and remain closed until the public health department has conducted a re-inspection and found the food establishment to be in compliance with this chapter.~~

A. Authority of the Public Health Department

The public health department may modify, suspend, or revoke a food establishment license for serious or repeated violations of this article or for interference with the department's duties. Before taking such actions, the public health department will

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ORDINANCE NO. _____

provide an opportunity for a hearing, except in cases requiring immediate suspension.

A B. Immediate Closure

The public health department may ~~suspend any license to operate or~~ immediately direct closure of any food establishment ~~to close~~ if:

1. ~~Immediate danger to the public health or safety is found, unless the danger is immediately corrected. The public health department may temporarily suspend the license and order the food establishment immediately closed. Immediate danger to the public health and safety means any condition, based upon inspection findings or other evidence, that can cause food infection, food intoxication, disease transmission, rodent or insect infestation, or hazardous condition, including, but not limited to, unsafe food temperature, sewage contamination, nonpotable water supply, or an employee who is a carrier of a communicable disease; An inspection or examination of employees, food records, or other relevant means (as specified in the currently adopted FDA Food Code) determines that an Imminent Health Hazard exists. An Imminent Health Hazard includes, but is not limited to:~~
 - a. Fire, flood, or extended interruption of electrical or water service;
 - b. Sewage backup or misuse of poisonous or toxic materials;
 - c. Apparent foodborne illness outbreak;
 - d. Grossly unsanitary conditions; or
 - e. Any other circumstance endangering public health.
2. ~~The food establishment's~~ Operations, facilities, or equipment in the food establishment fail to comply with the requirements of this chapter;
3. The ~~operator~~ proprietor fails to submit required plans ~~as required in this chapter or the facility's~~ an inspection indicates that construction or renovation ~~at the facility~~ is not in substantially compliance compliant with

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

the requirements of this chapter;

4. The ~~operator~~ proprietor fails to submit a license application for a new food establishment or a change of operator ownership;
5. The ~~operator~~ proprietor was not granted a license under the requirements of this chapter;
6. The ~~holder of the license~~ proprietor does not remit pay the annual renewal fee by December 31 of the calendar year;
7. The ~~holder of the license~~ proprietor does not comply with the requirements of this chapter; or,
8. The proprietor or staff interfere ~~Interference~~ with the public health department or its agents ~~and assistants~~ in the performance of its duties, ~~has occurred~~

~~B. When the public health department has suspended a food service establishment license, the person in charge:~~

- ~~1. Shall immediately cease all food service operations;~~
- ~~2. Shall be notified in writing by the public health department that the food establishment license is immediately suspended upon service of the notice, and that the suspension shall remain in effect until the public health department finds the operation to be in compliance with the requirements of this chapter, and that the suspension will be lifted;~~
- ~~3. May request a hearing by filing a written request for a hearing with the public health department within 10 days of receipt of the notice of suspension; and,~~
- ~~4. Shall be notified, if a written request for a hearing is not filed within 10 days, that the suspension is sustain.~~

~~Any food establishment owner whose license has been suspended may, at any time, request a re-inspection for the purpose of reinstatement of the license. A re-inspection may only be~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~requested if the conditions causing the suspension have been corrected.~~

1 In the event a license has been revoked by the public health department for violation of this
2 chapter, the provisions of this section pertaining to suspension of said license shall be
3 applicable, including the effect of revocation, the notification requirement and the right to
4 a hearing, except that any food establishment for which the license has been revoked shall
5 be, and remain closed, by the licensee until the public health department has conducted a
6 re-inspection and, thereupon, has determined that the food establishment is in compliance
7 with this chapter and the licensee has paid the re-instatement license fee.

8 The public health department may, after providing opportunity for a hearing, modify,
9 suspend, or revoke a license for serious or repeated violations of any of the requirements
10 of this chapter or for interference in the performance of the duty of the public health
11 department or its agents and assistants.

12 C. Suspension of License

- 13 1. A license may be temporarily suspended for noncompliance with this
14 chapter or failure to comply with an implemented risk control plan.
- 15 2. A food establishment with a suspended license must cease operations
16 immediately and remain closed until:
 - 17 a. The public health department conducts a re-inspection; and
 - 18 b. Compliance with this chapter is verified.
- 19 3. The proprietor may request a re-inspection for reinstatement, provided that
20 all violations have been corrected.
- 21 4. When a license is suspended, the proprietor:
 - 22 a. Must immediately cease all food operations;
 - 23 b. Will receive written notice of the suspension, its immediate effect, and
the conditions for reinstatement;
 - c. May request a hearing with the board of city commissioners by submitting

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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a written request to the public health department within 10 days of receiving the suspension notice; and

d. Will be informed that failure to request a hearing within 10 days results in the suspension being sustained.

D. Revocation of License

1. The public health department may revoke a license for serious or repeated violations, failure to comply with a suspension order, or interference with department duties. Before revocation, the proprietor will have the opportunity for a hearing as outlined in the suspension procedures.

2. Revocation Consequences and Reinstatement:

a. The food establishment must remain closed until compliance is demonstrated.

b. The proprietor must present evidence of changed circumstances justifying a new license.

c. A new license may only be issued if:

i. The public health department conducts a re-inspection and confirms compliance;

ii. The proprietor properly reapplies under this chapter; and

iii. The reinstatement license fee is paid.

13-0305. ~~Unwholesome food, water, or other provisions not to be brought into city~~ Food product sources, specifications, and additives.

The following regulations apply to all food sources, specifications, and additives used in a food establishment:

No meat, fish, oysters, birds or fowls, vegetables, fruit, water, ice, beverages, or other provisions of any kind not being then healthy, fresh, sound, wholesome, and safe for human

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ORDINANCE NO. _____

~~food, nor any part of any animal, fish or fowl that died by accident or from disease, shall be brought into the city, or sold, offered, or held for sale at any public or private food establishment or in any other place in the city by any person.~~

- 1 A. No person shall sell, offer, or hold for sale any food that is unsafe, unwholesome,
2 or derived from an animal, fish, or fowl that died from disease or accident or was
3 not slaughtered and processed under federal or state inspection. The public health
4 department shall have the discretion to determine whether food is healthy, fresh,
5 sound, and wholesome.
- 6 B. Food prepared in a private home kitchen may not be used or offered for human
7 consumption in a food establishment.
- 8 C. Packaged food shall be labeled as specified by law.
- 9 D. Food may not contain unapproved food additives and must be “generally
10 recognized as safe” (“GRAS”) by the FDA.

11 ~~**13-0306. Sale of meat and poultry—Regulations.**~~

12 ~~No meat or meat products, poultry or poultry products intended for human consumption~~
13 ~~shall be sold or offered for sale or service within the city unless slaughtered and processed~~
14 ~~in a federal or state inspected packing plant, slaughterhouse or by the agency that has~~
15 ~~animal health jurisdiction; all such meat and meat products and poultry and poultry~~
16 ~~products must be plainly stamped with a state or federal mark of inspection.~~

17 Section 2. Penalty.

18 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every
19 person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor
20 shall be punished by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by
21 both such fine and imprisonment, in the discretion of the court; the court to have power to suspend
22 said sentence and to revoke the suspension thereof.
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3

ORDINANCE NO. _____

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

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

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

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

6 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
7 implement such authority by the adoption of this ordinance to increase the penalty for food
establishment violations from an Infraction to a Class B misdemeanor;

8 NOW, THEREFORE,

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

10 Section 1. Amendment.

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

13 1-0305. Classification of ordinance violations.

14 A. Violations of the following ordinances are Class B misdemeanors, subject to punishment
15 as provided in this article:

- 16 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic
17 offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3)
18 (lending registration plates), section 8-0308 (reproducing operator's or driver's
license or permit), section 8-0309 (driving under suspension), section 8-0310
19 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(failure to deliver plates) section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), article 13-03 (food establishments), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

* * * *

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 10-0327 OF
ARTICLE 10-03 OF CHAPTER 10 OF
THE FARGO MUNICIPAL CODE RELATING TO
PUBLIC SAFETY, MORALS AND WELFARE

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

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

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

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

NOW, THEREFORE, be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Enactment.

Section 10-0327 of Article 10-03 of Chapter 10 of the Fargo Municipal Code is hereby enacted to read as follows:

10-0327. Consuming or Possessing Alcoholic Beverages in Public.

A person may not consume alcoholic beverages, or possess an open container, to include any bottle, can or other receptacle that contains any amount of alcoholic beverages, upon streets, avenues, alleys, sidewalks, stairways, thoroughfares, or other public property in an area within the City, nor in or upon the parking areas of private shopping centers, hotels, motels, licensed liquor establishments, restaurants, clubs, religious institutions, or similar establishments, unless such areas have been designated as part of an on-sale licensed premise, or granted a special event permit.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

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

4 Section 3. Effective Date.

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

7
8
9 _____
Timothy J. Mahoney, M.D., Mayor

10 (SEAL)

11 Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

12 _____
13 Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 25-1518(A) AND (B) OF ARTICLE 25-15
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
RELATING TO RESTRICTIONS ON SALE, SERVICE OR DISPENSING
OF ALCOHOLIC BEVERAGES AND SECTION 1-0305 OF CHAPTER 1-03
RELATING TO ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1518 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is amended
as follows:

25-1518. – Unlawful practices

In addition to such other prohibitions as are contained in this article:

- A. It shall be unlawful for any person to sell or consume any alcoholic beverage upon
any street, alley or public highway, including any public sidewalk or boulevard,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

or on any private property without consent of the owner or occupant within the city of Fargo, except as permitted by subsection (J) of section 25-1509 of this chapter. It shall further be unlawful for any person to possess any bottle or receptacle containing any alcoholic beverage which has been opened or the contents of which have been partially consumed while such person is upon any street, alley or public highway, including any public sidewalk or boulevard, or upon property owned, operated or leased by the city of Fargo or by the state of North Dakota or any political subdivision or agency thereof, within the city of Fargo, except under a valid alcoholic beverages license issued under this article, and further except as permitted by 25-1509.1(C). A violation of this section is deemed a violation of section 10-0327 of this Code.

- B. The sale, possession, use or consumption of alcoholic beverages shall be unlawful and prohibited in and on the premises of any public building except as may be authorized by appropriate license or permit issued pursuant of this chapter, and further except as permitted by 25-1509.1(C). A violation of this section is deemed a violation of section 10-0327 of this Code.

Section 2. Amendment.

Section 1-0305, of Article 1-03, of Chapter 1, of the Fargo Municipal Code, is amended as follows:

1-0305 – Classification of Ordinance Violations

1-0305. 7. For a violation of the following ordinances, a fee of \$100.00. Section 8-0317(B)(1) (drag racing), section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), ~~section 10-0326 (urinating in public), section 25-1518(A) (selling/consuming alcohol in public), section 25-1518(B) (possessing/consuming alcohol in public building).~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Penalty.

A person who willfully violates section 10-0326 of Article 10-03 of Chapter 10 of this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Penalty.

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

Section 5. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading Final Passage:
Publication:



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

ba

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

Full, Legal Name of Gaming Organization

Boys & Girls Club of the Red River Valley

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

Name of Location

Suite Shots

Street 3400 James Way S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized May 5, 2025	Ending Date(s) Authorized May 5, 2025	Number of Twenty-One tables, if zero, enter "0" 0	

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

Second floor in enclosed conference room

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

May 5, 2025

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/14/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



1200 S. Washington St.
Grand Forks, ND 58201
(701)772-6191
arcuppervalley.org

April 1, 2025

Boys & Girls Clubs of the Red River Valley
Midtown Youth Center
2500 18th Street South
Fargo, ND 58103

Re: Raffles at Suite Shots

Dear Lana Syltie:

I am writing this letter to give your organization, Boys & Girls Clubs of the Red River Valley, permission to operate raffles on May 5, 2025, at Suite Shots in Fargo, North Dakota. Since you will be operating raffles on the second floor of Suite Shots in a closed room. And because our organization, The Arc Upper Valley, operates gaming in a different room at Suite Shots, we will not have to cease operations during Boys & Girls Clubs' raffles.

Sincerely,

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

Rachel A. Hafner
Executive Director and Interim Gaming Manager



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Suite Shots		Site Name Suite Shots		Site Phone Number 701-532-4653
Site Address 3400 James Way S	City Fargo	State ND	Zip Code 58104	County Cass
Organization Boys & Girls Club of the Red River Valley		Rental Period May 5 to May 5		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u>				\$
Number of Tables with wagers over \$5 <u> </u> X Rent per Table \$ <u> </u>				\$
3. Is Paddlewheels conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
Number of Tables <u> </u> X Rent per Table \$ <u> </u>				\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device				\$
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
If "Yes" please indicate the number of devices <u> </u>				\$
Total Monthly Rent				\$0.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input checked="" type="checkbox"/>				
<p>TERMS OF RENTAL AGREEMENT:</p> <p>This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.</p> <p>The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.</p> <p>The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.</p> <p>If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.</p> <p>The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.</p> <p>The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.</p> <p>The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.</p> <p>A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.</p> <p>At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.</p>				
Signature of Lessor <i>Mark W. John</i>		Title <i>President/CEO</i>		Date <i>4/2/25</i>
Signature of Lessee <i>Robert Nelson</i>		Title <i>CEO</i>		Date <i>4/2/25</i>



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

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

Full, Legal Name of Gaming Organization

Fargo Angels Hockey

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

Name of Location

Double Down Bar Grill Casino

Street

3165 33rd St. S, Suite 101

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

7/1/2025

Ending Date(s) Authorized

6/30/2026

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

3

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(Signature)

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

Full, Legal Name of Gaming Organization

Fargo Park District Foundation

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

Name of Location

CJ's Tavern

Street

1500 East Rose Creek Pkwy S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

July 1, 2025

Ending Date(s) Authorized

June 30, 2026

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

1

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

Conducted in East Room | Played - 2nd floor and event center except bathrooms and employee areas

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

NA

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (If restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

bd

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

Full, Legal Name of Gaming Organization

Jon Greenley Amvets Post # 7

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

Name of Location

Amvets

Street

1001 1st Ave S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07-01-2025

Ending Date(s) Authorized

06-30-2026

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

0

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

West Wall - Where Alcohol can be Served

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐

Bingo

☐

Club Special

☒

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☒

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☒

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

Full, Legal Name of Gaming Organization

Jon Greenley Amvets Post # 7

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

Name of Location

Hi-Ho Burgers & Brews

Street

3051 25th St S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07-01-2025

Ending Date(s) Authorized

06-30-2026

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

0

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

South Wall - South Addition Bar Side

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☐ Twenty-One

☒ Raffles

☐ Seal Board

☐ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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SFN 17996 (4-2023)

(Handwritten initials)

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

Full, Legal Name of Gaming Organization

North Dakota Horse Park Foundation

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

Name of Location

Newman Outdoor Field

Street

1515 15th Ave N

City

Fargo

ZIP Code

ND

County

Cass

Beginning Date(s) Authorized

4/13/25

Ending Date(s) Authorized

6/30/25

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

0

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

All public areas excluding restrooms

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

Multiple Raffle Dates

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☒

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

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SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

Northern Prairie Performing Arts

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

Name of Location

The Old Broadway

Street

22 Broadway N

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2026

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

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

Entire lounge area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐ Bingo

☐ **ELECTRONIC** Quick Shot Bingo

☐ Raffles

☐ **ELECTRONIC** 50/50 Raffle

☒ Pull Tab Jar

☐ Pull Tab Dispensing Device

☒ **ELECTRONIC** Pull Tab Device

☐ Club Special

☐ Tip Board

☐ Seal Board

☐ Punchboard

☐ Prize Board

☐ Prize Board Dispensing Device

☐ Sports Pools

☒ Twenty-One

☐ Poker

☐ Calcuttas

☐ Paddlewheel with Tickets

☐ Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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

Steven Sprague/City Auditor

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

Eh

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

Full, Legal Name of Gaming Organization

Northern Prairie Performing Arts

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

Name of Location

The Windbreak

Street

3150 39th St S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2026

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

3

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

Entire lounge area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☒

Twenty-One

☐

Raffles

☐

Seal Board

☒

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☒

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☒

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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GAMING SITE AUTHORIZATION
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SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

Blarney Stone on Broadway

Street 101 Broadway N	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/2025	Ending Date(s) Authorized 06/30/2024 6/30/26		Number of Twenty-One tables, if zero, enter "0" 0

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

Back left corner of the bar from the Broadway door

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/14/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

(6j)

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

Elks on Broadway

Street

3435 Broadway N

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2024 6/30/26

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

0

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

First floor. Gaming area is in the entire bar except restrooms, office and storage

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ ELECTRONIC Quick Shot Bingo

☐ Tip Board

☒ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☒ ELECTRONIC 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☐ ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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

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

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

O'Cleavy's

Street

3333 13th Ave S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2026

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

1

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

To the Right of the front door, Machines on the high rise and table next to them on the main floor

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

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Date

4/14/25

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

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

66

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

Sickies on 45th

Street

2551 45th st S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2024 (M) 6/30/26

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

0

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

Back Corner nock near the bar

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ ELECTRONIC Quick Shot Bingo

☐ Tip Board

☐ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☐ ELECTRONIC 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☒ ELECTRONIC Pull Tab Device

Days of week of gaming operations (If restricted)

Hours of gaming (If restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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

Steven Sprague/City Auditor

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

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

The Northern

Street

325 10th St N

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

~~06/30/2024~~ **6/30/26**

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

0

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

First floor in room next to the front door

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

4/14/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

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

ORGANIZATION LINE

Name of Organization or Group <i>Benefit for Annie-Mehus</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>5-10-25</i>	
Organization or Group Contact Person		E-mail <i>breyer67@yahoo.com</i>	Telephone Number <i>701-306-8169</i>
Business Address <i>968 30 Ave W</i>		City <i>West Fargo</i>	State <i>ND</i>
Mailing Address (if different) <i>968 30 Ave W</i>		City <i>West Fargo</i>	State <i>ND</i>
			ZIP Code <i>58078</i>

SITE INFO

Site Name EIKS		County	
Site Physical Address 3435 Broadway		City Fargo	State ND
		ZIP Code 58102	
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
May 10 1pm to 5pm 50/50 raffle			

PRIZE / AWARD INFO (If more than THREE prizes please attach an additional sheet)

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

ADDITIONAL REQUIRED INFORMATION

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Medical Expenses

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

☐ Yes ☒ No

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


☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Lisa Breyer	Telephone Number 701-306-8169	E-mail Address breyer67@yahoo.com
Signature of Organization Group's Permit Organizer 	Title	Date

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

76

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☒ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group

El Zagal Outdoors Unlimited

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

July 1-31, 2025

Organization or Group Contact Person

Roger Ellsworth

E-mail

rogerellsworth11@gmail.com

Telephone Number

612-849-2888

Business Address

1429 3rd Street No.

City

Fargo

State

ND

ZIP Code

58102

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

El Zagal Shrine Temple

County

Cass

Site Physical Address

1429 3rd Street No.

City

Fargo

State

ND

ZIP Code

58102

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

Raffle - 7/1/25 - 7/31/25

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle - Cash	Month of July - 2025 Monday - Thursday - \$25	
500 Tickets	Fridays \$50, Saturdays \$100, Sundays \$250	
@ \$10 each	Total Payout	\$2075
	Total (limit \$40,000 per year)	\$ 2075

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Temple Functions

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ No ☒ Yes - Total Retail Value: \$1450 (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer

EZ Outdoors Unlimited

Telephone Number

612-849-2888

E-mail Address

rogerellsworth11@gmail.com

Signature of Organization Group's Permit Organizer

Roger Ellsworth

Title

President

Date

4-9-2025



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

70

Applying for (check one)

☒ Local Permit

☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

☐ Bingo

☒ Raffle

☐ Raffle Board

☐ Calendar Raffle

☐ Sports Pool

☐ Poker*

☐ Twenty-One*

☐ Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group

Make-A-Wish North Dakota

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

May 3, 2025

Organization or Group Contact Person

Abby Crowley

E-mail

acrowley@northdakota.wish.org

Telephone Number

701.280.9474

Business Address

4143 26th Ave S Ste 104

City

Fargo

State

ND

ZIP Code

58104

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

Delta Hotels Fargo

County

Cass

Site Physical Address

1635 42nd St SW

City

Fargo

State

ND

ZIP Code

58103

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

Raffle - 5/3/25 (one night only)

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	75 tickets @ \$100 / ticket for a chance to win one of five prizes	\$1500
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Grant wishes to children with critical illnesses in ND.

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ No

☒ Yes - Total Retail Value: 6,222 (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

☐ Yes

☒ No

Printed Name of Organization Group's Permit Organizer

Abby Crowley

Telephone Number

701.280.9474

E-mail Address

acrowley@northdakota.wish.org

Signature of Organization Group's Permit Organizer

Abby Crowley

Title

Finance + Development
Coordinator

Date

4.1.25



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

(7d)

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

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

ORGANIZATION INFO	
Name of Organization or Group NDSPLS Foundation	Dates of Activity (Does not include dates for the sales of tickets) 02-05-2026
Organization or Group Contact Person Jeff Jelinek	E-mail ndspls@scgnd.com
Business Address PO Box 7370	City Bismarck
Mailing Address (if different)	State ND
	ZIP Code 58507

SITE INFO	
Site Name Delta Hotels Fargo	County Cass
Site Physical Address 1635 42nd St. SW	City Fargo
	State ND
	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - 02/05/2026	

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)		
Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Marlin 1895 Guide Big Loop (70456)	854.62 1074.99
Raffle	Weatherby Orion (OR 1MB1228 RGG)	1074.99 854.62
Raffle	Weatherby 307 Range XP Package (3WRXP7MMRR88)	1569.47
Total (limit \$40,000 per year)		\$3499.08

ADDITIONAL REQUIRED INFORMATION	
Intended Uses of Gaming Proceeds Scholarship Fund	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$1571.18 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Dillon Strommen	Telephone Number (218) 205-8504	E-mail Address dstro.270@gmail.com
Signature of Organization Group's Permit Organizer <i>Dillon Strommen</i>	Title Member	Date 04/08/2025



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

File

✓

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

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

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

ORGANIZATION INFO

Name of Organization or Group NDSU Pinky Swear		Dates of Activity (Does not include dates for the sales of tickets) May 1st 2025	
Organization or Group Contact Person Sydney Senior	E-mail sydneyseior123@gmail.com	Telephone Number (760) 636-9952	
Business Address 1919 University Dr N Apt 315	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Memorial Union - NDSU		County Cass	
Site Physical Address 1401 Administration Ave	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Bingo only May 1st			

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	asking businesses for donations	estimate 500
Total (limit \$40,000 per year)		\$ 500

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Donated to Pinky Swear foundation - childhood Cancer

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Sydney Senior	Telephone Number (760) 636-9952	E-mail Address sydneyseior123@gmail.com
Signature of Organization Group's Permit Organizer <i>Sydney Senior</i>	Title President	Date 03/20/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

77

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Rebuilding Together Fargo-Moorhead Area, Inc.		Dates of Activity (Does not include dates for the sales of tickets) May 8th 2025	
Organization or Group Contact Person Cassie Skalicky	E-mail Cassieskalicky@rebuildingtogetherfma.org	Telephone Number 701-356-7836	
Business Address 505 Broadway Ste 206	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn, Fargo		County Cass	
Site Physical Address 3803 13th Avenue S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) On May 8th we will be holding a fundraiser. At this fundraiser we will have 2-3 Raffle Boards and play 2 games of Heads or Tails.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	"Wagon of Whiskey" various bourbons and accessories in a wheelbarrow	\$350
Raffle Board	Screen door and installation	\$1200
Possible Raffle Board	Designer purse or raised garden bed	\$300 or \$500
Total (limit \$40,000 per year)		\$ 2,550.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Cassie Skalicky	Telephone Number 701-356-7836	E-mail Address cassieskalicky@rebuildingtogetherfma.org
Signature of Organization Group's Permit Organizer 	Title Executive Director	Date 3/27/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

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

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

ORGANIZATION INFO

Name of Organization or Group St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) 6/2/25-6/30/25 (Weekdays Only)	
Organization or Group Contact Person Liz Bassett		E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242
Business Address 5600 25th Street S		City Fargo	State ND
Mailing Address (if different)		City	State
			ZIP Code 58104

SITE INFO

Site Name Shanley High School		County Cass	
Site Physical Address 5600 25th Street		City Fargo	State ND
			ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Calendar Raffle/Drawing Dates: 6/2/25, 6/3/25, 6/4/25, 6/5/25, 6/6/25, 6/9/25, 6/10/25, 6/11/25, 6/12/25, 6/13/25, 6/16/25, 6/17/25, 6/18/25, 6/19/25, 6/20/25, 6/23/25, 6/24/25, 6/25/25, 6/26/25, 6/27/25, 6/30/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	Weekday Cash Prizes (See attached for full detail)	3,100
Total (limit \$40,000 per year)		\$ 3,100

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Support JP2 Catholic Schools daily operational needs	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - Total Retail Value: \$16,800 (This amount is part of the total prize limit for \$40,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 04/10/2025



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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*
Games to be conducted ☐ Raffle by a Political or Legislative District Party
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group TNT Kid's Fitness and Gymnastics		Dates of Activity (Does not include dates for the sales of tickets) 5/1/2025	
Organization or Group Contact Person Janine Wolf	E-mail janine@tntkidsfitness.org	Telephone Number 701-551-5004	
Business Address 2800 Main Ave	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Jasper Hotel		County Cass	
Site Physical Address 215 Broadway N,	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Heads and Tails Game of Chance			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Heads and Tails	\$1000 McNeal and Friends Gift Card	1,000.00
Total (limit \$40,000 per year)		\$ 1,000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Funds raised are dedicated to programming and allow us to increase capacity to serve more children and include partner programs	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 2,918.50 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Janine Wolf	Telephone Number 701-551-5004	E-mail Address janine@tntkidsfitness.org
Signature of Organization Group's Permit Organizer	Title Director Business Operations	Date Apr 10, 2025



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

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

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

ORGANIZATION INFO

Name of Organization or Group TNT Kid's Fitness and Gymnastics		Dates of Activity (Does not include dates for the sales of tickets) 5/2/2025 - 5/3/2025	
Organization or Group Contact Person Janine Wolf		E-mail janine@tntkidsfitness.org	Telephone Number 701-551-5004
Business Address 2800 Main Ave	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Cornerstone Arena		County Cass	
Site Physical Address 4404 23rd Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Raffle to be held during each day of the competition. (1) Drawing on 5/2/2025 :(1) Drawing 5/3/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of proceeds from sale of tickets	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Funds raised are dedicated to programming and allow us to increase capacity to serve more children and include partner programs	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 2,918.50 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Janine Wolf	Telephone Number 701-551-5004	E-mail Address janine@tntkidsfitness.org
Signature of Organization Group's Permit Organizer	Title Director Business Operations	Date Apr 10, 2025

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Encroachment Agreement

Location: 520 Main Avenue

Date of Hearing: 4/7/2025

RoutingDate

City Commission

4/14/2025

PWPEC File

X

Project File

Matt Jennings

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement with Bell Bank for the ownership of two landscaping beds on the northwest side of their site located at 520 Main Avenue.

Bell Bank has agreed to take over maintenance responsibilities for the mulch and plantings at these two locations. The current maintenance responsibilities for this area are covered by the Business Improvement district (BID). This will not impact any components of Bell Bank and BID's prior agreements.

The following fees for this Encroachment Agreement will be waived:

- One time – Initial Processing Fee
- Annual ROW Use Fee

On a motion by Nicole Crutchfield, seconded by Steve Sprague, the Committee voted to recommend approval the Encroachment Agreement with Bell Bank.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Bell Bank.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer



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

Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: March 27, 2025
Re: Encroachment Agreement with Bell Bank - 520 Main Avenue

Background:

Bell Bank has reached out with the desire to take ownership of two landscaping beds on the northwest side of their site located at 520 Main Avenue. Bell Bank has agreed to take over maintenance responsibilities for the mulch and plantings at these two locations. The current maintenance responsibilities for this area are covered by the Business Improvement District (BID). This shift of responsibility for the maintenance will not impact any components of Bell Bank and BID's prior agreements.

Attached is an Encroachment Agreement with Bell Bank at 520 Main Avenue. This is to allow an encroachment for Bell Bank to maintain the two landscaping areas within the public right of way.

The following fees for this Encroachment Agreement will be waived:

- One time - Initial Processing Fee
- Annual ROW Use Fee

Recommended Motion:

Recommend approval of the Encroachment Agreement with Bell Bank.

MCJ/klb
Attachment

ENCROACHMENT AGREEMENT

(Landscaping)

THIS AGREEMENT, made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and Bell Bank, hereinafter referred to as “Owner”;

WITNESSETH:

WHEREAS, Bell Bank owns property located at 520 Main Ave in Fargo, which is bordered to the West by Broadway South and to the North by Main Ave.

WHEREAS, Bell Bank desires to encroach on two portions of City right-of-way (described below) for the purpose of installing and maintaining landscaping;

WHEREAS, Bell Bank has requested permission to encroach on portions of the right-of-way, hereinafter particularly described, allowing it to utilize City right-of-way for such purpose;

WHEREAS, the Public Works Projects Evaluation Committee (PWPEC) has reviewed the request for encroachment and recommends approval; and,

WHEREAS, Bell Bank has agreed to execute this agreement required by City for encroachment on City right-of-way.

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

Bell Bank, is hereby granted the right to encroach and use portions of the right-of-way, said encroachment being for the purpose of installing and maintaining landscaping, both tracts on the Southeast corner of the intersection of Main Ave and Broadway South.

1. The legal description of the encroaching property is as follows:

ND URBAN RENEWAL #2 W 250 FT OF 1 LESS A TRACT OF LAND IN LT 1 BLK 5 NORTH DAKOTA R2 URBAN RENEWAL ADDN DESC AS: BEG AT THE NE COR OF THE W 250 FT OF LT 1 BLK 5; THEN S2°21'23"W ALG THE E LN OF SD W 250 FT A DIST OF 300.13 FT TO THE N LN OF FIRST AVE S; THEN N87°30'17"W ALG SD N LN A DIST OF 54.84 FT; THEN N2°29'43"E A DIST OF 101 FT; THEN N21°20'44"W A DIST OF 24.41 FT; THEN N 2°33'38"E A DIST OF 176.80 FT TO THE S LN OF MAIN AVE; THEN S87°30'17"E ALG SD S LN A DIST OF 63.78 FT TO THE PT OF BEG.

located within the City of Fargo, situate in the County of Cass and the State of North Dakota (Street address: 520 Main Ave, Fargo, ND 58103).

The encroachments at said property are described as follow:

Tract 1: Commencing in the Northwest corner of Lot 1 Block 5 of North Dakota R2 Urban Renewal Addition, City of Fargo, Cass County, North Dakota; thence N11° 40'28"E a distance of 7.3 feet to the point of beginning; thence N01°10'04"W a distance of 11.1 feet; thence S87°23'56"E a distance of 17.0 feet; thence S62°39'59"E a distance of 8.5 feet; thence S05°37'08"W a distance of 7.5 feet; thence N87°29'19"W a distance of 23.6 feet to the point of beginning.

Said tract contains 254 square feet, more or less.

Tract 2: Commencing in the Northwest corner of Lot 1 Block 5 of North Dakota R2 Urban Renewal Addition, City of Fargo, Cass County, North Dakota; thence S65°43'03"W a distance of 16.2 feet to the point of beginning; thence S02°27'54"W a distance of 18.3 feet; thence N88°53'05"W a distance of 7.7 feet; thence N30°08'18"W a distance of 14.7 feet; thence N00°13'01"E a distance of 6.3 feet; thence S86°49'21"E a distance of 15.9 feet to the point of beginning.

Said tract contains 241 square feet, more or less.

Said encroachments are more particularly described and indicated in attached Exhibit "A" showing the property and proposed locations of the landscaping. Exhibit "A" is attached hereto and incorporated herein by reference.

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of installing and maintaining landscaping.

3. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for the installation cost and maintenance of all components of the landscaping areas.

4. Upon discontinuance of use or termination of this agreement, Owner will restore and replace all public property to prior landscaping conditions based on adjacent Main Avenue landscaping, or pay to the City all costs incurred by City to restore the public property to desired prior conditions.

5. It is understood and agreed by and between the parties that Owner will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right-of-way for the installing and maintaining landscaping. Bell Bank agrees to accept all maintenance responsibility for the landscaping and associated property used within the City right-of-way.

6. Owner agrees to indemnify and further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's use of the public right-of-way in accordance with this agreement. Owner agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as herein stated.

7. This agreement is personal to Owner and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property. Subsequent owners may request permission to encroach, and enter into a separate encroachment agreement with City.

8. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

9. Bell Banks understands that the Business Improvement District (BID) is responsible for maintaining this planting bed if the current mulch is in place. Bell Bank also understands that they are taking over this maintenance and accepts the additional cost in doing the maintenance. Bell Banks contribution to the BID will remain unchanged and it is understood that the contribution to the Bid will not be reduced in future years due to taking over maintenance.

10. Owner agrees to maintain landscaping area including mulch, weed prevention and plantings to a standard of quality equal to or higher than the adjacent landscaping along Main Ave.

11. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area, City will provide Owner written notice ninety (90) days in advance to remove the encroaching private facilities, to the extent deemed necessary by City.

12. If City determines, in its sole discretion, that Owner has failed to maintain the landscaping in an acceptable manner, City may terminate as provided herein. Further, this agreement shall terminate if the encroaching property is repaired, reconstructed or improved at a cost of 25% or

more of the market value of the property prior to such improvement or repair. If the encroaching property is damaged, market value will be determined as the value before the damage occurred.

13. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

14. City agrees to waive the processing and annual fees.

(Signatures on following pages)

By: Kim Burt

Its: Exp/200

[illegible]

On this 27 day of March, 2025 before me, a notary public in and for said county and state, personally appeared Laine Brantner, to me known to be the VP / COO of Bell Bank, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Jaralene Bye
Notary Public
Cass County, North Dakota

Dated this _____ day of _____, 2025.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, Auditor

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

On this _____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My commission expires: _____

This document was prepared by:
Kasey McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
701-232-8957
kmcnary@serklandlaw.com

The legal description was prepared by City of Fargo Engineering Department



ENCROACHMENT AREA =



OWNER: BELL BANK

LEGAL DESCRIPTION TRACT 1: COMMENCING IN THE NORTHWEST CORNER OF LOT 1 BLOCK 5 OF NORTH DAKOTA R2 URBAN RENEWAL ADDITION, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THENCE N11°40'28"E A DISTANCE OF 7.3 FEET TO THE POINT OF BEGINNING; THENCE N01°10'04"W A DISTANCE OF 11.1 FEET; THENCE S87°23'56"E A DISTANCE OF 17.0 FEET; THENCE S62°39'59"E A DISTANCE OF 8.5 FEET; THENCE S05°37'08"W A DISTANCE OF 7.5 FEET; THENCE N87°29'19"W A DISTANCE OF 23.6 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 254 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION TRACT 2: COMMENCING IN THE NORTHWEST CORNER OF LOT 1 BLOCK 5 OF NORTH DAKOTA R2 URBAN RENEWAL ADDITION, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THENCE S65°43'03"W A DISTANCE OF 16.2 FEET TO THE POINT OF BEGINNING; THENCE S02°27'54"W A DISTANCE OF 18.3 FEET; THENCE N88°53'05"W A DISTANCE OF 7.7 FEET; THENCE N30°08'18"W A DISTANCE OF 14.7 FEET; THENCE N00°13'01"E A DISTANCE OF 6.3 FEET; THENCE S86°49'21"E A DISTANCE OF 15.9 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 241 SQUARE FEET, MORE OR LESS.

DESCRIPTION BY CITY OF FARGO ENGINEERING DEPARTMENT — CITY OF FARGO COORDINATE SYSTEM

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Type: Excavation Guideline Revisions

Location: Citywide

Date of Hearing: 4/7/2025

Routing

City Commission

PWPEC File

Project File

Date

4/14/2025

X

Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding revisions to the Excavation Fees and Guidelines Supplement.

Excavation Ordinance, Article 18-09 was rewritten and approved April 17, 2023. The ordinance mandates compliance with the Excavation Fees and Guidelines Supplement and Standard Specifications for Construction. The goal is for Engineering to be able to update the Guidelines annually as construction methods and technology are always changing how they work in our right of way.

Some of the proposed changes include a requirement that excavators submit a signed liability release at the time of licensing to continue to receive as built information from the City. We are currently receiving the release but requiring it at time of licensing would make this easier to track. Additional changes include minimum depths for installation in boulevard and street crossing, sidewalk inspection requirements, and some additional safety measures.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of the revised Excavation Fees and Guidelines Supplement with an effective date of May 1, 2025.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the revised Excavation Fees and Guidelines Supplement with an effective date of May 1, 2025.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: April 7, 2025
Re: Proposed Excavation Guideline Revisions

Excavation Ordinance, Article 18-09 was rewritten and approved April 17, 2023. The Ordinance mandates compliance with the Excavation Fees and Guidelines Supplement and Standard Specifications for Construction. The goal is to update the Guidelines annually as construction methods and technology are always changing how they work in our right of way.

Some of the proposed changes include a requirement that excavators submit a signed liability release if they want to continue to receive as built information from the City. Engineering is currently getting this release but having the excavator submit this form at the time of licensing will make this easier to track. Additional changes include minimum depths for installation in the boulevard and street crossings, sidewalk inspection requirements, and some additional safety measures.

Recommended Motion:

Concur with the proposed revisions to the Excavation Fees and Guidelines Supplement for consideration with an effective date of May 1, 2025 pending approval from the City Commission.

Excavation Fees and Guidelines

Revised April 1, 2025

The following fees and guidelines supplement the requirements of Fargo Municipal Code Article 18-09 (Excavation Code). All work must also comply with the Specifications for Construction, except as modified herein.

I. Fee, Insurance, and Bond Requirements

- A. The fee for a City-issued Excavator's License shall be \$250 annually due at the time of application. All City-issued Excavator Licenses expire on March 1.
- B. An applicant must file proof of liability insurance with the City Auditor and must agree in writing, on forms provided by the City Auditor, to hold the City harmless from any and all damages claimed by reason of negligence, carelessness, incompetence, or omission on the part of the applicant in the performance of its work, the same to include, but not be limited to, careless guarding of excavations or failure to restore all public properties to as good a condition as they were before such work was done. The minimum amount of insurance shall be \$1,000,000 per occurrence. The proof of liability insurance shall be valid for the entire period granted in the license.
- C. No license shall be granted by the City Auditor unless the applicant shall have given a bond that shall be in effect for two years, with good and sufficient surety, conditioned, among other things, that the applicant will save harmless the City from damages caused by reason of any negligence or faulty work by the applicant or any employee of the applicant, and that the material used and the work done shall be strictly in accordance with the requirements of 18-0909. The minimum amount of the bond shall be \$100,000 with the effective date of March 2.
- D. Effective March 2, 2026, all licensed excavators shall include a signed hold harmless agreement releasing the city for any and all claims that the actual conditions are different than any record drawings provided by the city.

II. General Permit Conditions

- A. Requirements before starting excavation
 - 1. Any Excavator that places concrete on City Streets must also submit proof of ACI Concrete Flatwork Certification as required in Section 2100 of the Specifications.
 - 2. The Permittee shall give all businesses affected by the project a minimum of 7 calendar days written notice of the project and the anticipated impacts to their business. This notice allows the Permittee and the adjacent businesses the time needed to coordinate garbage pickup, deliveries, etc. This written notice shall include the name of the Permittee and contact information for the onsite supervisor.
 - 3. The Permittee shall give all residents affected by the project a minimum of 2 calendar days written notice of the project and the anticipated impacts to their residence. Impacted residents include all residents affected by a water main shutdown and also residents that are in an area where the roadway is rerouted. This written notice shall

include the name of the Permittee and the contact information for the onsite supervisor.

4. The Permittee shall give the City Engineer a minimum notice of 2 business days prior to beginning a project so a press release can be created and distributed for the general public. This notice shall include a start date, impacts, and duration of the impacts.
5. The Permittee shall develop a traffic control plan if the work requires a sidewalk, parking lane, traffic lane, or road closure. The traffic control plan must include details on how traffic and pedestrians will be managed during the project. The sidewalk on one side of the street must remain open to the public at all times unless an alternate plan is approved by the City Engineer. The traffic control plan must be approved by the City Engineer at least two business days prior to work starting. Any changes to the traffic control plan must be approved by the City Engineer.
Traffic control on arterials and collectors shall meet all requirements for Traffic Control – Type 2 as specified in Section 4100 of the Specifications. Traffic control on all other roadways shall meet Traffic Control – Type 1 in Section 4100 of the Specifications. Permittee is responsible for all costs associated with traffic control.
6. Business Signing – Permittee shall provide business signing as specified by the City Engineer. Businesses that are impacted by a closed roadway shall have signs along the detour route indicating the best option for access to their business.
7. Trees – The Permittee shall use care to protect trees within the work area that are to remain during construction. In order to minimize tree damage the critical root zone (CRZ) must be protected from heavy construction activities at all times. The Permittee will be required to establish and mark out the CRZ areas prior to construction or staging occurring.

In the event the Permittee has work that must be performed within the CRZ, every effort must be made to minimize damage to the trees within the CRZ. Prior to commencing work within the CRZ, the Permittee will be required to present a plan of action to City Engineering that may include using smaller equipment, boring utilities, or other means of non-evasive action that will protect the trees. All branches and any roots over 4" diameter that are to be cut will require an inspection by a Forestry Department representative or other designated individual. Exposed roots shall be cut clean and backfilled as quickly as possible to avoid drying out.

If damage is caused to any existing tree due to the Permittee failure to adhere to the tree protection requirements, the City Forester will assess the damage to determine if the damage can be repaired or if the tree must be removed. Any action plan, as determined by the City Forester, to repair damaged trees shall be done by a certified arborist at the Permittee's expense. If damage is so severe that tree removal is necessary, then the City will bill the Permittee for the appraised value of the trees, as determined by the City Forester utilizing the most recent edition of the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers. The Permittee shall make payment within 30 days or interest will accrue until paid in full, in accordance with City policy.

8. The excavation work shall be performed and conducted so as not to interfere with access to emergency facilities such as fire hydrants, fire stations, fire escapes and any other emergency facilities designated by the City Engineer. If it becomes necessary to impact any of these facilities, the Permittee must contact the City Engineer and obtain approval prior to conducting any work that interferes with emergency facilities.
9. Permittee will have 30 days from the date of notice to complete all work in the Right of Way. The City will take necessary actions to complete temporary patches at any locations where the sidewalk or street are not finished. Any items in the right of way that are considered a hazard to the public will also be remedied by the City. The definition of hazard will be determined by the City Engineer. The cost to complete this work by the City or by any party contracted with the City will be the responsibility of the Permittee. Payment must be made by the Permittee within 30 days or interest will be charged.
10. Utility installations under a city roadway shall not be allowed unless the installation is a crossing perpendicular to the roadway. If congested right of way is encountered, the utility shall obtain a private easement or develop a different route around the area that is congested. If no other option is available, the utility may request a variance to install under a roadway. The Variance request must include all correspondence with property owners that verifies a private easement is not possible. It shall also include reasoning on why an alternative route is not possible. The variance shall be approved by the City Engineer or designee.

B. Requirements during excavation

1. Permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. In the performance of the excavation work, the Permittee shall take appropriate measures to reduce, to the fullest extent practicable, noise, dust and unsightly debris.
2. Boring or other methods to prevent cutting of pavement may be required by the City Engineer.
3. Permittee must comply with City noise ordinances, except in cases of emergency with written approval of the City.
4. Permittee shall install and maintain all traffic control and add additional devices as needed or as directed by the City Engineer.
5. The Permittee shall preserve and protect from damage any adjoining property by providing adequate support and taking all necessary measures. The Permittee shall, at its own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the work and shall be responsible for all damage to public or private property resulting from its failure to properly protect and carry out said work.
6. No cleated equipment, buckets, or outriggers may be used on pavement unless pavement can be protected from damage to surface or subgrade.

7. The Permittee shall spot the location of all underground facilities within the excavation area by exposing prior to machine digging and protect the same against damage.
8. Permittee shall not inhibit or alter existing drainage patterns during or after the permitted work has been completed and restored.
9. Potholing shall be allowed under permit in City sidewalk or ADA ramps for locating purpose. Potholed sections shall be replaced during restoration. Partial section replacement is not permitted. The entire section of sidewalk and/or ADA ramp shall be removed and replaced to the nearest score line. Refer to Section 2300 of the Specifications. Additional ADA ramp layouts are available at <https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>. Permittee shall contact the City Engineer prior to potholing in the street pavement section.

C. Removals

1. Removals shall follow Section 1050 of the Specifications. The use of heavy duty pavement breakers is not allowed. For removal of concrete pavement, the Permittee shall “double saw” the pavement at the removal lines to eliminate the risk of spalling the pavement that is to remain. The Permittee shall repair all spalled concrete by removing and replacing the entire spalled panel to the next joint at his sole expense.
2. All excavated material piled adjacent to the trench or in any street must not endanger those working in the trench, pedestrians or users of the streets, and minimize inconvenience to those using the streets and adjoining property. The City Engineer may require the Permittee to remove the excavation material from the worksite. Permittee must secure the necessary permission and make all necessary arrangements (permits, plans, etc.) for all required storage and disposal sites.
3. As the excavation work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris resulting from such work.

D. Excavation

1. The Permittee shall verify that field conditions match the records provided during project planning. Any deviations from the approved plan must be approved by the City Engineer.
2. If the existing conditions do not match the approved site plan, the Engineer that designed the project must be contacted to redesign the work in the Right of Way. This revised plan must be resubmitted to the City Engineer for approval prior to work continuing.
3. Permittee is responsible for ensuring the excavation is safe for any and all users of the right of way. Measures could include filling the excavation during non-working hours, placing a cover over the excavation, signing, and/or installing a safety fence around the excavation. Permittee shall ensure the safety measures installed used during excavation are in place and maintained until the area is backfilled.
4. Unstable pavement shall be removed over cave-outs and over-breaks and the restoration shall be treated as part of the main excavation.

5. Pavement edges shall be free of spalls and a full depth saw cut to leave a vertical face. Concrete pavement shall be removed a minimum of 1' from the edge of trench and shall follow existing joints. Asphalt pavement removals shall be normal or perpendicular to the roadway.
6. All damage to the existing surfaces must be repaired by the Permittee. Damage repair must be approved and accepted by the City Engineer.
7. Protection and Relocation of Utilities – Interference with existing facilities is prohibited without the written consent of the City Engineer and the facility owner.
 - a) City facilities may not be moved without prior written authorization from the City Engineer. When authorization is given, the Permittee shall be solely responsible for the cost of moving the City facilities.
 - b) Permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus impacted by the excavation work at the direction of the facility owner.
 - c) Permittee may not move private facilities without the express written consent and the direction of the facility owner. The City is not responsible for any costs associated with the relocation or restoration.
 - d) Permittee must comply with North Dakota One Call requirements and locate and expose all vertical and horizontal underground facilities before starting excavation.
 - e) If the boulevard vegetation is undisturbed, trucks delivering concrete or any other material needed for restoration must not traverse the undisturbed vegetated area.
8. Damage to City facilities – Permittee is responsible for repair and replacement of any damaged City facilities. Any Permittee repairing or replacing damaged City facilities must be approved by the City Engineer prior to starting repair or replacement. City shall inspect the repair to ensure it adheres to the latest Plumbing or applicable Code, and City Specifications. Failure to repair the damage within 48 hours will result in City undertaking and completing the work, at Permittee's sole expense.
9. Connection to City Utilities – All connections to City Sewer Mains must be made at the existing location unless an alternate location is approved by the City. If an existing location is abandoned, the permittee shall remove the existing wye until it is flush with the sewer main. The permittee shall install no hub bands or wrap the sewer main with manhole wrap along with tin wrap secured with adjustable bands.
10. Damage to City Electrical Conductors – Underground splices of City Electrical Conductors is not allowed. The Permittee shall be responsible for replacing the entire conductor between existing splice points. For example, light pole to light pole or existing pull box to traffic light, etc.
11. Whenever a substructure is abandoned, except the abandonment of service lines three inches or less in diameter designed to serve single properties, the entity owning, using, controlling or having an interest therein shall, within 30 days after such abandonment, file with the City Engineer a statement in writing giving, in detail, the location of the substructure so abandoned. If such abandoned substructure is in the way or subsequently becomes in the way of an installation by the City or any other public body, which installation is pursuant to a governmental function, the owner shall remove such abandoned substructure or interfering portions thereof, or pay the cost of its removal during the course of excavation for construction of the facility by the City or the public body.

E. Minimum Cover Requirements

All fiber optics installed in the boulevard must have a minimum cover of 30" or 24" if innerduct is installed. Any minimum cover specified in any adopted code must be followed, whichever is greater. Electric and Gas installations shall follow any applicable code or policies established by the utility. Installations crossing under roadways must be a minimum of 42" deep to avoid fabric and underdrain installations. Water service installations must have a minimum cover of 7'.

F. Backfilling

All backfilling must be completed within 48 hours of the commencement of the excavation unless prior authorization has been granted by the City Engineer for a longer duration. Backfilling of the excavation shall meet the requirements as detailed in the Specifications.

1. Compaction testing will be performed by the City Engineer except for protected streets defined in Section II.G. The City Engineer reserves the right to waive compaction testing. If the area is paved prior to compaction tests being performed, the Permittee shall remove the patch material at its sole expense for testing purposes.
2. Backfill material shall meet Specifications for the area that is backfilled. If aggregate material is contaminated during removal, new material meeting Specifications shall be used by the Permittee.
3. Under all pavement conditions, the aggregate base depth shall match the surrounding aggregate base and the base material must meet Specifications.

G. Restoration

1. Concrete, dowel requirements, and curb and gutter shall meet Section 2100 of the Specifications.
2. Asphalt shall meet Section 2400 of the Specifications. Corrective measures for any items not meeting Specifications will be at the discretion of the City Engineer up to and including removal and replacement.
3. All patches must be inspected after they are prepared and prior to placing any final road surfacing material.
4. Sidewalk replacement shall meet all requirements found in sidewalk permitting. This includes city survey staff establishing grade for the new sidewalk, a pre-pour inspection, and post pour inspection. Inspections will be scheduled on normal business days between 8 am and 2 pm.
5. All site restoration, including pavement replacement, sidewalk, curb and gutter, ADA ramp replacement, top soil depth requirements, fine grading, seeding, and mulching shall meet Specifications. Any surface disturbed by excavation shall be restored to as good a condition as it was prior to excavation. Restoration shall be made within 72 hours of the completion of backfilling unless a written time extension is granted by the City Engineer.

6. All cleanup operations at the location of such excavation shall be accomplished at the expense of the Permittee.
7. Immediately after completion of said work the Permittee shall clean up and remove all refuse and unused materials of any kind resulting from said work. Upon failure to do so, within 24 hours after having been notified, said work may be done by the City and the cost charged to the Permittee.
8. Whenever it may be necessary for the Permittee to excavate through any landscaped area the area shall be re-established in a manner that is as good as or better than before the work started.
9. All construction and maintenance work shall be done in a manner designed to leave the area clean of earth and debris and in a condition as nearly as possible to that which existed before such work began.
10. Permittee is responsible for all restoration.
11. Striping – Restoration of epoxy striping and plastic markings will be completed by the City Engineer. The Permittee will be responsible for payment of these items based on the prices in Appendix D.

H. Protected Streets

Protected Streets fall into two categories. The first is arterials or collectors that carry larger volumes of traffic and impact more users. The second category is streets that have a structural pavement surface that is 10 years old or less. Both categories have additional requirements that are listed in this section including traffic impact fees and possible re-inspection fees as shown in Appendix A.

1. The City Engineer will provide a map with a list of Protected Streets.
2. Fees for Protected Streets can be found in Appendix A. Fees for Protected Streets do not apply to private service connections on owner occupied single family residences.
3. An Inspection Checklist can be found in Appendix B that must be followed for work performed on all Protected Streets. The Permittee shall contact the City Engineer after each item is complete for inspection. If any of the checklist items are covered prior to inspection, the Permittee will be required to uncover so it can be inspected by and at the Permittee's expense. Inspection fees for inspection of covered work will be the responsibility of the Permittee.
4. Compaction tests must be performed on Protected Streets. The Permittee shall hire a testing firm approved by the City to perform all backfill test requirements. Backfill shall be placed in 12" lifts with a compaction test every 2' or as directed by the City Engineer. All costs associated with the required testing and any additional work needed to meet backfilling requirements to meet Specifications shall be the sole responsibility of the Permittee. The Permittee must provide proof the backfilling meets or exceeds compaction requirements prior to paving the excavated area. If the area is paved prior to compaction tests being performed, the Permittee shall remove the patch material by and at their expense for testing purposes.
5. If work is suspended for more than 48 hours, the Permittee shall remove lane closures and reopen any portion of the roadway that can be safely reopened.

6. Roadway Surface

- a) Concrete placed shall meet Specifications and a mix design shall be submitted one week before placement for approval by the City Engineer. Curing compound shall be on site prior to concrete placement. Joints shall be sawed and sealed prior to roadway opening.
- b) Asphalt placed shall meet Specifications and a mix design shall be submitted one week prior to placement for approval by the City Engineer. Asphalt shall be Class 43 and asphalt oil shall meet PG58H-34 at a minimum.
- c) Roadway smoothness of all patches shall meet Specifications and any corrective measures needed to meet the specifications shall be arranged by the Permittee. All costs for corrective measures shall be the responsibility of the Permittee.

IV. Permit to Excavate

- A. An application for a permit allowing excavation or obstruction of the right-of-way shall be made to the City Engineer. Incomplete applications will not be considered and will be returned to the Permittee. An application is complete only upon compliance with the requirements of the following provisions:
 1. The applicant is a current "Licensed Excavator" with the City of Fargo unless exempted by Article 18-0904(A).
 2. Applicant has reviewed and agrees to meet all General Permit Conditions.
 3. Submission of details that include the proposed work, traffic control, and other information needed to complete the work.
 4. A drawing or detailed explanation of the proposed work and the distance between the proposed installation and City utilities. Any proposed work over one (1) block long must have a drawing to scale showing the proposed installation and the distance from City utilities. A block is defined as 350'.
 5. A traffic control plan if the work requires a sidewalk, parking lane, traffic lane, or road closure.
 6. A schedule of major activities in the right of way including durations.
 7. List of subcontractors working in the right of way.
 8. List of other agencies permitting the proposed project and the status of those permit applications.
 9. Any impacts to boulevard trees must be noted in the application. Tree impacts include impacts to the Critical Root Zone (CRZ) and compliance with City Ordinance. The CRZ is an area defined by the diameter of the tree as measured at a point 4.5 feet above the ground line. For every 1 inch of tree diameter, a 1 foot clear zone must be established to protect the CRZ. For a 24 inch diameter tree, the CRZ would be a 24 foot radius from the base of the tree.

- B. Issuance of Permit – The City Engineer may impose reasonable conditions upon the issuance of the permit to protect the structural integrity of the right-of-way and to protect safe passage of the public through the permitted area. The City Engineer may require a design locate and an onsite meeting with representatives of the Permittee, Contractor, Crew Chief, Utility Engineer, and Utility Inspector prior to issuing a permit. A 4 hour notice must be provided prior to scheduling an onsite meeting.

- C. Fees – The City will bill the Permittee and the Permittee shall make payment within 30 days or interest will accrue in accordance with City policy until paid in full. The City may require permit fees be paid prior to the issuance of the permit.
 - 1. Administrative Fees – Administrative fees include permit fees and fees associated with failing to comply with these Guidelines, such as working without a permit and working without a license. Administrative fees are listed in Appendix A.
 - 2. Public Impact Fees – Public Impact Fees are fees based on impacts to the public during work when sidewalks, roadways, or parking is restricted or limited. Public Impact fees are listed in Appendix A.
 - 3. Inspection Fees – Inspection fees apply to any rework caused by installation of items without previous items getting inspected and approved by the City Engineer. Inspection fees are listed in Appendix A.

V. Final Acceptance

For sanitary sewer service connections completed prior to November 1, the City will video the sewer main by March 1 of the following year. Any defects detected on the video must be repaired by the Permittee no later than June 1.

After restoration is completed, Permittee shall contact the City Engineer for Final acceptance. City will inspect the work and notify the contractor of any defects. If defects are discovered, the City will notify the Permittee and the Permittee will have 30 calendar days to complete repairs. If repairs are not complete within 30 calendar days, no further permits will be issued to the Permittee and the City Engineer will make arrangements for repair. All costs incurred to complete repairs will be billed to the Permittee. Permits will not be issued until full payment is received by the City Engineer. All permits are considered open until a written Final Acceptance is issued by the City Engineer.

Permittee shall guarantee all work for 2 years from the date of Final Acceptance on all work completed. Permittee will continue to be responsible for any damage incurred that is not clearly visible at the time of final acceptance. Any damage discovered after Final Acceptance remains the responsibility of the Permittee. The Permittee will make the necessary arrangements to repair this damage within 30 calendar days of notification.

VI. Winter construction

Winter construction shall generally be from December 1 to May 1, but may be modified by the City Engineer based on current and forecasted weather conditions. The City Engineer will notify active excavators of the winter construction dates a minimum of 2 weeks prior to the start of winter construction. Non-emergency excavations will not be allowed during winter construction dates. Exceptions to the winter construction may be granted at the discretion of the City Engineer.

Emergency excavations during the winter shutdown will require all trenches under the traveled way be backfilled with gravel that is not frozen and tamped in six inch lifts or layers to at least one foot back of curb line. The upper 1.0 feet of the trench shall be composed of concrete slurry to be kept at grade at all times during winter construction dates and then restored to permanent resurfacing within 30 days of winter construction date removal in the spring. The permit will remain open and the Permittee is responsible for all maintenance of the patched area until permanent restoration of the pavement and sidewalk is completed and accepted.

VII. Violations

Failure to follow applicable Local Ordinances, State or Federal Laws, or Standards published by the City of Fargo will result in verbal or written notices and/or additional fees. Penalties may include fees, cancellation of permit, and/or revocation of their Fargo Excavator License. Details are located in Appendix C.

Appendix A

Administrative Fees

Permit Fee	\$100
Excavating without a permit	\$500
Street Excavation	\$50
Sidewalk Excavation	\$50
Boulevard Excavation	\$50
Inspection Fees	\$20/day for any rework required due to covering work that has not been inspected.

Public Impact Fees – Applicable to each route impacted during excavation

Private Service repairs for owner occupied single family residence

Sidewalk Closure	\$100/week after 2 weeks until completion
Lane	\$100/week after 2 weeks until completion An additional week will be allowed for a concrete street

Public Impact Fees – Not applicable to owner occupied residence private service work

Sidewalk Closure	\$100/week
Parking Spot Closure	\$100/week less than 5 spots
Parking Spot Closure	\$250/week 5 or more spots

Protected Streets

Arterial Streets	
Lane Closure	\$300/week
Full Closure	\$500/week
Collector Streets	
Lane Closure	\$150/week
Full Closure	\$300/week
Residential Streets	
Lane Closure	\$100/week
Street Closure	\$200/week

All other Streets

Lane Closure	\$100/week
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Appendix B – Inspection Checklist

1. Traffic control – The applicant is responsible for providing a traffic control plan that meets MUTCD and Specifications. The traffic control plan must be approved by the City prior to work starting. Traffic control installation must be approved prior to the applicant starting the removal process.
2. Removal Limits – Prior to starting work a meeting shall be held with the City Engineer to determine removal limits and traffic control requirements.
3. Removal Items – Special attention shall be given to colored concrete, brick, ADA ramps, structural soil, reinforcing fabric, sidewalk, and roadway surface.
4. Backfilling of the excavation shall be in 12” lifts with compaction tests performed by an approved testing firm after completing 2 12” lifts. All coordination and costs will be the responsibility of the Permittee.
5. Reinforcing Fabric – When reinforcing fabric exists, the removal limits shall be extended to allow for a 12” overlap of the reinforcing fabric during backfilling operations.
6. Base material – Refer to Section 2070 of the Specifications for requirements. The City must inspect the base prior to completion of the restoration. If the restored area is paved prior to City inspection, the Permittee shall remove any material requested by the City to verify material depth by and at the Permittee’s expense unless the Permittee provides proof of depth and compaction results to the City.
7. Asphalt Patch – Refer to Section 2400 of the Specifications. Asphalt patch material must be FA 43 with PG 58H-34 oil. The applicant shall submit a mix design prior to starting the excavation. All mix designs must be approved by the City before asphalt can be placed in the patch area. Placement of the asphalt material must meet the latest version of the Specifications.
8. P.C. Concrete w/Asphalt Overlay - Asphalt shall be trimmed with asphalt spade or concrete saw. P.C. concrete shall be placed to a depth matching the surrounding concrete thickness and shall be reinforced in accordance with the Specifications. After a curing time, as approved by the City Engineer, the patch shall be painted with asphaltic cement and filled with compacted hot mix asphalt in accordance with Section 2400 of the Specification.
9. P.C. Concrete – Refer to Section 2100 of the Specifications. Dowel bars and reinforcing shall meet the same section of the Specifications. All concrete material properties must be tested by an approved testing firm during placement of the concrete. All coordination and costs will be the responsibility of the Permittee.
10. Graveled Surfaces – Refer to Section 2800 of the Specifications. Gravel surfaces shall be bladed, shaped and resurfaced with a minimum of six inches of gravel.
11. ADA Ramps and Sidewalks – Refer to Section of 2300 of the Specifications. Partial removals of ADA ramps are not permitted. Complete replacement of the ADA ramp or sidewalk ramp shall be replaced to conform to the latest edition of the Specifications. If the existing sidewalk isn’t ramped, it shall be replaced with an ADA ramp only if the curb is also removed. Additional sidewalk details can be found at <https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>

12. Curb & Gutter – Refer to Section 2100 of the Specifications.
13. Colored concrete – Every effort must be made to match the existing color of the concrete in place on the roadway.
14. Bricks – Care must be taken by the applicant to salvage all bricks in the removal area. Any damaged bricks must be replaced by the applicant. Every effort must be made to match the existing color of the brick in place on the roadway.
15. Berms are to be restored as nearly as possible to their original condition. Seeding and fine grading shall conform to Section 3100 of the Specifications.

Appendix C
Violation Schedule

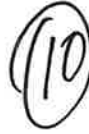
Failure to use approved traffic control	\$500/day
Failure to maintain traffic control	\$100/day
Failure to follow approved plan	\$250
Failure to give notice to residents and/or Engineering	\$100

All violations can also include permit revocation and/or license revocation

Appendix D – Striping Fees

4" Epoxy \$10.00/LF
4" Plastic \$16.50/LF includes 4" contrast marking tape
Wider tape is prorated by width. Example: 24" is 6x the 4" price

Epoxy Message	\$25/SF
Thermoplastic	\$75/SF
Plastic Message	\$50/SF



April 2, 2025

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

Re: Three-Year Deferral Agreements for NICD, LLC

Dear Commissioners:

Enclosed and delivered for the City Commission review and approval are Three-Year Deferral Agreements, non-interest bearing, for NICD, LLC. The properties are located at 3040 67th Ave S and 6655 Selkirk Dr S. This deferral was requested by the property owner.

The request was sent to the Public Works Project Evaluation Committee Meeting in October 2024. The Committee unanimously voted to approve the Three-Year, non-interest accruing Deferral Agreements and to forward it on to the City Commission for approval.

Recommended Motion:

Approve the Three-Year, non-interest accruing Deferral Agreements with the terms to be stated in the Agreements.

Respectfully Submitted,

Douglas Durgin
Special Assessment Coordinator

Attachments

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.: BN-24-C1

Type: Deferral Request

Location: South of Selkirk 2nd Addition

Date of Hearing: 10/7/2024

RoutingDate

City Commission

PWPEC File

Project File

XDoug Durgin

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding EagleRidge Development's request for a deferral agreement for two unplatted and undeveloped parcel located just south of Selkirk 2nd Addition. EagleRidge Development has requested a 3-year non-interest-bearing deferral. The deferral request pertains to the Special Assessment from Improvement District BN-24-C1.

On a motion by Mark Williams, seconded by Brenda Derrig, the Committee voted recommend approval of the deferral agreement with EagleRidge Development for Improvement District BN-24-C1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the deferral agreement with EagleRidge Development for Improvement District BN-24-C1.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: N/A

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Jeremy Gorden, P.E.
 Division Engineer

Memorandum

To: Members of PWPEC
From: Doug Durgin, Special Assessments Coordinator
Date: October 3, 2024
Re: Deferral Request for EagleRidge Development

Background:

On October 3, 2024, Jon Youness, with EagleRidge Development, contacted the special assessment department to request a deferral agreement for two un-platted and undeveloped parcels 01-3525-00125-000 and 01-3525-00120-041. These parcels are located directly south of the Selkirk 2nd Addition. They have requested a 3-year non-interest-bearing deferral for both parcels.

Their deferral request pertains to all Special Assessments on each parcel, including all projects with an uncertified balance and the upcoming special assessment of the newly created Improvement District BN-24-C.

Recommended Motion:

Special Assessments recommends approval of this request and will support the facts and findings of PWPEC.

DRD/jmg

Attachments:

- Map
- EagleRidge Request

C: Tom Knakmuhs, City Engineer



INTERSTATE 29

Doug Durgin

From: Doug Durgin
Sent: Thursday, October 3, 2024 9:59 AM
To: 'Jon Youness'
Cc: Jim Bullis
Subject: RE: Deferral Renewal Request on Undeveloped Selkirk

I have put together a memo that will be presented to PWPEC on the 10/7/24 meeting for parcels:

01-3525-00125-000 and 01-3525-00120-041

Thank you!

Douglas Durgin
Special Assessment Coordinator
THE CITY OF FARGO | ENGINEERING
Office: 701.476.6718
DDurgin@FargoND.gov

At The City of Fargo, We Work for You.

From: Jon Youness <jyouness@eagleridgecompanies.com>
Sent: Thursday, October 3, 2024 8:52 AM
To: Doug Durgin <DDurgin@FargoND.gov>
Cc: Jim Bullis <Jim@bullislaw.com>
Subject: Deferral Renewal Request on Undeveloped Selkirk

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

Doug,

Please consider this email our formal request for a deferral for the unplatted portion of the Selkirk property we recently acquired from Mrs. Hector. Per our conversation, we are requesting a 3-year non interest bearing deferral of the uncertified balance of the improvement districts, including BN-24-C, impacting the parcels detailed below.

Parcel 1: 01-3525-00122-000
Parcel 2: 01-3525-00120-041

Please let me or Jim know if you have any questions! Thanks!

Jon Youness
EagleRidge Development

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

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

Recitals

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

WHEREAS, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. 575900, 596601, BN-20-C, BN-21-A, BN-24-C, FM-20-C and NN-19-A, which included water main, sanitary sewer and storm sewer, Arterial new construction and incidentals, including utilities and paving, drain improvement and incidentals, storm sewer lift station, and retention pond and incidentals benefitting the Subject Property (“Projects”); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

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

Agreement

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

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

2. Definitions.

- a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The "triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.
- b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
- c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
- d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.

3. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

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

- a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 4. b:

<u>End Date</u>	<u>Project</u>	<u>Project No.</u>
January 1, 2027	Water Main & Sanitary Sewer	575900
January 1, 2027	Water Main, Sanitary Sewer, & Storm Sewer	596601
January 1, 2027	Arterial Reconstruction & Incidentals – Utilities & Paving	BN-20-C
January 1, 2027	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2028	New Construction & Incidentals-Sanitary Sewer, Water Main, Storm Sewer, Street Lighting and Paving	BN-24-C
January 1, 2027	Drain Improvement & Incidentals	FM-20-C
January 1, 2027	Storm Sewer Lift Station, Retention Pond & Incidentals	NN-19-A

- b. Development of the Subject Property to a higher use than at the time of this Agreement. More specifically, when the final plat for the Subject Property has been approved by City, such plat has been recorded and streets, sewers, water and lighting improvements have been installed, or any building permits issued for development on the Subject Property, the special assessment deferral shall end.
- c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

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

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

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

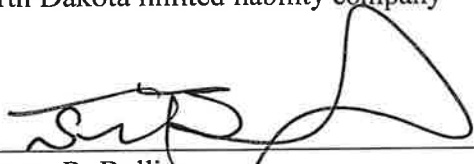
8. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may

assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

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

Dated this 29 day of March 2025.

NICD, LLC,
a North Dakota limited liability company

By 
James R. Bullis
Its President

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

On this 28 day of March, 2025, before me, a notary public in and for said county and state, personally appeared James Bullis, President of NICD, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)  
TERESA KUZNIA
Notary Public
State of North Dakota
My Commission Expires Sept. 24, 2026
Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2025.

CITY OF FARGO, a North Dakota
municipal corporation

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

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVE SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

A tract of land in the Northwest Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Beginning at the southeast corner of said Northwest Quarter; thence westerly on the south line of said Northwest Quarter to the east right-of-way line of Interstate Highway 29; thence northerly on said east right-of-way line to the southernmost corner of Lot 3, Block 6 of Selkirk Place First Addition to the City of Fargo; thence northeasterly on the southeasterly line of said Lot 3 to the most westerly corner of Lot 2, said Block 6; thence southeasterly on the southwesterly line of said Lot 2 to the westerly right-of-way line of 33rd Street South; thence southwesterly on said westerly right-of-way line to a point of intersection with the southerly right-of-way line of 67th Avenue South; thence easterly on the southerly right-of-way line of said 67th Avenue South to the east line of said Northwest Quarter; thence southerly on said east line of said Northwest Quarter to the point of beginning.

Said tract contains 65.58 acres, more or less.

Exhibit “B”

575900 – Water Main & Sanitary Sewer

596601– Water Main, Sanitary Sewer, & Storm Sewer

BN-20-C – Arterial Reconstruction & Incidentals – Utilities & Paving

BN-21-A – Arterial New Construction & Incidentals – Utilities & Paving

BN-24-C- New Construction & Incidentals- Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving

FM-20-C – Drain Improvement & Incidentals

NN-19-A – Storm Sewer Lift Station, Retention Pond & Incidentals

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

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

Recitals

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

WHEREAS, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. 575900, 596601, BN-20-C, BN-21-A, BN-24-C, FM-20-C and NN-19-A, which included water main, sanitary sewer and storm sewer, Arterial new construction and incidentals, including utilities and paving, drain improvement and incidentals, storm sewer lift station, and retention pond and incidentals benefitting the Subject Property (“Projects”); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

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

Agreement

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

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.
2. Definitions.
 - a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The 'triggering event' shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.
 - b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
 - c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
 - d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.
3. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as "Triggering Events"):

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 4.b:

<u>End Date</u>	<u>Project</u>	<u>Project No.</u>
January 1, 2027	Water Main & Sanitary Sewer	575900
January 1, 2027	Water Main, Sanitary Sewer, & Storm Sewer	596601
January 1, 2027	Arterial Reconstruction & Incidentals – Utilities & Paving	BN-20-C
January 1, 2027	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2027	Drain Improvement & Incidentals	FM-20-C
January 1, 2027	Storm Sewer Lift Station, Retention Pond & Incidentals	NN-19-A

b. Development of the Subject Property to a higher use than at the time of this Agreement. More specifically, when the final plat for the Subject Property has been approved by City, such plat has been recorded and streets, sewers, water and lighting improvements have been installed, or any building permits issued for development on the Subject Property, the special assessment deferral shall end.

c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

5. Annual Review. On or before October 1 of each year during the term of this Agreement the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the special assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

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

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

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

Dated this 28 day of March, 2025.

NICD, LLC,
a North Dakota limited liability company

By James R. Bullis
James R. Bullis
Its President

[illegible]

On this 28th day of March, 2025, before me, a notary public in and for said county and state, personally appeared James P. Burns, President of NICD, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

TERESA KUZNIA
Notary Public
State of North Dakota
My Commission Expires Sept. 24, 2026

Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2025.

CITY OF FARGO, a North Dakota
municipal corporation

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

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVE SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

A tract of land in Auditors Lot No. 2 of the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Beginning at the southwest corner of said Northeast Quarter; thence northerly on the west line of said Northeast Quarter to the south line of 67th Avenue South; thence easterly on said south line of 67th Avenue South to the westerly line of Lot 13, Block 1 of Selkirk Place First Addition to the City of Fargo; thence southerly on said westerly line of Lot 13 to the south line of said Northeast Quarter; thence westerly on said south line of said Northeast Quarter to the point of beginning.

Said tract contains 12.15 acres, more or less.

Exhibit “B”

575900 – Water Main & Sanitary Sewer
596601 – Water Main, Sanitary Sewer, & Storm Sewer
BN-20-C – Arterial Reconstruction & Incidentals – Utilities & Paving
BN-21-A – Arterial New Construction & Incidentals – Utilities & Paving
FM-20-C – Drain Improvement & Incidentals
NN-19-A – Storm Sewer Lift Station, Retention Pond & Incidentals

(11)

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

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

Sanitary Sewer Repair & Incidentals

Project No. UR-25-D

Call For Bids	<u>April 14</u>	, <u>2025</u>
Advertise Dates	<u>April 23, 30 & May 7</u>	, <u>2025</u>
Bid Opening Date	<u>May 21</u>	, <u>2025</u>
Substantial Completion Date	<u>October 27</u>	, <u>2025</u>
Final Completion Date	<u>November 26</u>	, <u>2025</u>

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

Project Engineer Rick Larson

Phone No. (701) 241-1545

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

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-25-D1

Type: 2025 CIP Revision

Location: Citywide

Date of Hearing: 3/24/2025

Routing

City Commission

Date4/14/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding the addition of Project No. UR-25-D1 to the 2025 CIP.

Engineering was contacted by the Street Department regarding 4 sanitary sewer manholes that have deficiencies that require attention. Of these manholes, 3 have failing concrete inverts and/or pipe grouting and 1 manhole has structural deficiencies. Completion of this project will be in the fall of 2025. City staff will incorporate this infrastructure request into the Engineering Capital Improvement Plan (CIP). The estimated cost for this project is \$55,000 and will be funded 100% with Sanitary Sewer Utility Funds.

Engineering is seeking the addition of UR-25-D1 to the 2025 CIP.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of adding Project No. UR-25-D1 to the 2025 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. UR-25-D1 to the 2025 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sanitary Sewer Utility Funds

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor


Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer



**ENGINEER'S REPORT
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-25-D
CITYWIDE**

Nature & Scope

Repair deficiencies in 3 sanitary sewer manhole inverts and replace 1 sanitary sewer manhole.

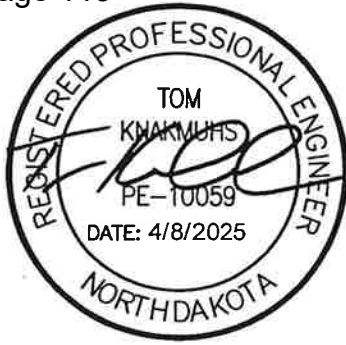
Feasibility

The estimated cost of construction is \$54,975.00. The cost breakdown is as follows:

Sanitary Sewer			
Construction Cost			\$54,975.00
Fees			
Admin	4%		\$2,199.00
Contingency	5%		\$2,748.75
Engineering	10%		\$5,497.50
Interest	4%		\$2,199.00
Legal	3%		\$1,649.25
Total Estimated Cost			\$69,268.50
Funding			
Utility Funds - Wastewater - 521	100.00%		\$69,268.50

Project Funding Summary			
Utility Funds - Wastewater - 521	100.00%		\$69,268.50
Total Estimated Project Cost			\$69,268.50

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer



April 8, 2025

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

RE: Improvement District BR-25-A1 – Recommendation to Rescind Contract Award and Reject All Bids

Honorable Commissioners,

I am writing to provide an update and formal recommendation regarding Improvement District BR-25-A1, which was awarded by the City Commission to Master Construction Company, Inc. ("Master") on November 12, 2024.

Background:

Bids for Improvement District BR-25-A1 were opened on November 6, 2024. Master was identified as the apparent low bidder, and Engineering recommended award based on the bid submitted. Contract documents were promptly assembled and made available to Master for execution, consistent with our standard procedures. Due to Master's failure to appear for document execution, the contract and associated bond documents were mailed to them.

Despite multiple efforts to facilitate contract execution, Master has failed to return the signed contract and provide the required contract bond. Master has also indicated that they are unable or unwilling to proceed with the project as awarded.

Recommendation:

As a result, I recommend that the City Commission formally rescind the contract award to Master Construction Company, Inc. and reject all bids for Improvement District BR-25-A1. It is the position of the City Engineer that Master has failed to fulfill their obligations as a bidder, and it is no longer in the best interest of the City of Fargo to enter into a contract with this firm for the project.

Next Steps:

- The Engineering Department will revise the scope of the original project, taking into account the current bid climate and time of year, and will communicate these changes with affected property owners and residents.
- A revised version of the project will be prepared and submitted to the City Commission for approval prior to being rebid for construction later this year.
- Additionally, the City will pursue a claim under Master's bid bond, as allowed under the terms of the bid documents, to recover any additional costs incurred due to their failure to perform.

Sincerely,

Tom Knakmuhs
City Engineer

14

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

April 9, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-25-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 9, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-C1, located as follows: Lilac Lane North from South Woodcrest Drive North to North Woodcrest Drive North and on Willow Road North from North Woodcrest Drive North to Lilac Lane.

The bids were as follows:

Northern Improvement Co	\$2,958,513.60
Border States Paving Inc	\$3,035,504.79
KPH, Inc.	\$3,230,154.30
Meyer Contracting, Inc.	\$3,357,103.80
Dakota Underground Co Inc	\$3,589,388.89
Sellin Bros, Inc	\$3,990,340.75
Engineers Estimate	\$3,318,157.20

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$2,958,513.60 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer

Engineer's Statement Of Cost
Improvement District # BR-25-C1
Paving And Utility Rehab/Reconstruction

Lilac Lane N from South Woodcrest Drive N to North Woodcrest
Drive N and on Willow Road N form North Woodcrest Drive N to
Lilac Lane.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-25-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Pipe All Sizes All Types	LF	214.00	27.50	5,885.00
2	Bore Pipe SDR 26 - 6" Dia PVC	LF	100.00	154.00	15,400.00
3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	855.00	138.00	117,990.00
4	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	214.00	160.00	34,240.00
5	F&I Manhole 4' Dia Reinf Conc	EA	1.00	18,800.00	18,800.00
6	Connect Sewer Service	EA	39.00	1,650.00	64,350.00
7	Connect Pipe to Exist Pipe	EA	4.00	1,650.00	6,600.00
8	Connect Pipe to Exist Structure	EA	2.00	1,650.00	3,300.00
9	Clean Pipe All Sizes All Types	LF	2,080.00	6.00	12,480.00
10	Eliminate Sewer Service	EA	2.00	1,925.00	3,850.00
Sanitary Sewer Total					282,895.00
Water Main					
11	Remove Pipe All Sizes All Types	LF	725.00	28.00	20,300.00
12	Remove Pipe Asbestos Cement	LF	2,170.00	55.00	119,350.00
13	F&I Hydrant	EA	6.00	8,250.00	49,500.00
14	F&I Fittings C153 Ductile Iron	LB	1,444.00	13.00	18,772.00
15	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	70.00	94.00	6,580.00
16	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,692.00	105.00	282,660.00
17	F&I Gate Valve 6" Dia	EA	6.00	3,355.00	20,130.00
18	F&I Gate Valve 8" Dia	EA	7.00	3,520.00	24,640.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Furnish Temp Water Svc	EA	39.00	1,760.00	68,640.00
20	Connect Water Service	EA	39.00	550.00	21,450.00
21	Bore Pipe 1" Dia Water Service	LF	100.00	94.00	9,400.00
22	F&I Pipe w/GB 1" Dia Water Service	LF	1,010.00	72.00	72,720.00
23	Rem & Repl CS & Box 1" Dia	EA	39.00	1,045.00	40,755.00
24	F&I Casting Water Service	EA	12.00	550.00	6,600.00
25	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.01	2.00
Water Main Total					761,499.00
Storm Sewer					
26	Remove Pipe All Sizes All Types	LF	1,275.00	28.00	35,700.00
27	Remove Manhole	EA	3.00	3,850.00	11,550.00
28	Remove Inlet	EA	8.00	1,650.00	13,200.00
29	Connect Pipe to Exist Structure	EA	2.00	1,650.00	3,300.00
30	Connect Pipe to Exist Pipe	EA	2.00	1,375.00	2,750.00
31	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7.00	6,685.00	46,795.00
32	F&I Manhole 4' Dia Reinf Conc	EA	6.00	15,775.00	94,650.00
33	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	8,860.00	17,720.00
34	F&I Pipe w/GB 15" Dia	LF	1,250.00	127.00	158,750.00
35	F&I Pipe w/GB 27" Dia	LF	29.00	150.00	4,350.00
36	F&I Pipe w/GB 27" Dia Reinf Conc	LF	11.00	150.00	1,650.00
Storm Sewer Total					390,415.00
Paving					
37	Remove Pavement All Thicknesses All Types	SY	8,563.00	8.00	68,504.00
38	Remove Curb & Gutter	LF	5,212.00	5.00	26,060.00
39	Remove Sidewalk All Thicknesses All Types	SY	2,228.00	12.00	26,736.00
40	Remove Driveway All Thicknesses All Types	SY	1,592.00	16.00	25,472.00
41	Rem & Repl Casting - Inlet	EA	2.00	1,500.00	3,000.00
42	Rem & Repl Casting - Self Leveling	EA	11.00	2,100.00	23,100.00
43	Casting to Grade - w/Conc	EA	11.00	425.00	4,675.00
44	Casting to Grade - no Conc	EA	19.00	700.00	13,300.00
45	Subgrade Preparation	SY	10,553.00	7.00	73,871.00
46	F&I Woven Geotextile	SY	10,553.00	1.60	16,884.80
47	F&I Class 5 Agg - 8" Thick	SY	10,553.00	14.00	147,742.00
48	F&I Edge Drain 4" Dia PVC	LF	5,212.00	8.50	44,302.00
49	F&I Curb & Gutter Mountable (Type I)	LF	5,212.00	27.50	143,330.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,476.00	95.00	330,220.00
51	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	203.00	13.00	2,639.00
52	F&I Sidewalk 4" Thick Reinf Conc	SY	2,171.00	72.00	156,312.00
53	F&I Sidewalk 6" Thick Reinf Conc	SY	56.00	85.00	4,760.00
54	F&I Driveway 6" Thick Reinf Conc	SY	1,592.00	88.00	140,096.00
55	F&I Det Warn Panels Cast Iron	SF	136.00	52.00	7,072.00
56	F&I Flat MH Cover 8" Thick Reinf Conc	EA	2.00	1,300.00	2,600.00
57	GV Box to Grade - Blvd	EA	6.00	300.00	1,800.00
58	GV Box to Grade - no Conc	EA	9.00	300.00	2,700.00
59	Boulevard Grading	SY	6,743.00	5.50	37,086.50
60	Seeding Type C	SY	6,743.00	1.80	12,137.40
61	Mulching Type 1 Hydro	SY	6,743.00	1.25	8,428.75
62	Weed Control Type B	SY	6,743.00	0.10	674.30
63	Stormwater Management	LS	1.00	5,800.00	5,800.00
64	Inlet Protection - Existing Inlet	EA	20.00	215.00	4,300.00
65	Inlet Protection - New Inlet	EA	9.00	235.00	2,115.00
66	Traffic Control - Type 1	LS	1.00	5,035.00	5,035.00
67	Irrigation Repair	EA	15.00	940.00	14,100.00
68	Temp Mailbox	LS	1.00	1,350.00	1,350.00
69	Relocate Mailbox	EA	24.00	500.00	12,000.00

Paving Total **1,368,202.75**

Street Lights

70	Remove Street Light	EA	11.00	365.00	4,015.00
71	Remove Feed Point	EA	1.00	660.00	660.00
72	Remove Base	EA	11.00	460.00	5,060.00
73	F&I Conductor #6 USE Cu	LF	8,172.00	2.60	21,247.20
74	F&I Innerduct 1.5" Dia	LF	2,843.00	9.85	28,003.55
75	F&I Luminaire Type A	EA	17.00	375.00	6,375.00
76	F&I Pull Box	EA	2.00	1,320.00	2,640.00
77	F&I Light Standard Type A	EA	17.00	3,885.00	66,045.00
78	F&I Base 5' Deep Reinf Conc	EA	17.00	1,100.00	18,700.00

Street Lights Total **152,745.75**

Signing

79	F&I Sign Assembly & Anchor	EA	9.00	215.00	1,935.00
80	F&I Diamond Grade Cubed	SF	78.20	10.50	821.10

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Signing Total					2,756.10
Total Construction in \$					2,958,513.60
Engineering			10.00%		295,851.37
Admin			4.00%		118,340.54
Legal			3.00%		88,755.41
Interest			4.00%		118,340.54
Contingency			5.00%		147,925.68
Total Estimated Costs					3,727,727.14
Sales Tax Funds - Infrastructure - 420					324,135.96
Utility Funds - Stormwater - 524					245,961.45
Utility Funds - Street Lights - 528					195,932.33
Utility Funds - Water - 501					1,279,264.00
Special Assessments					715,541.40
Utility Funds - Wastewater - 521					966,892.00
Unfunded Costs					0.00

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



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-25-C
PAVING AND UTILITY REHAB/RECONSTRUCTION
Determining Insufficiency of Protests**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. BR-25-C (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

WHEREAS, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 14th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 14th day of April, 2025.

Steven Sprague
City Auditor

(SEAL)



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

April 9, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NR-24-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 9, 2025, for Lift Station Rehab/Reconstruction, Improvement District No. NR-24-C1, located as follows: Storm Sewer Lift Station #7, #20 & #28.

The bids were as follows:

Key Contracting Inc	\$1,323,620.00
CC Steel, LLC	\$1,414,415.00
Meyer Contracting, Inc.	\$1,442,521.21
ICS, Inc.	\$1,505,350.00

Engineers Estimate	\$1,600,925.00
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Private financial security is not needed.

2 protests were received amounting to less than 1% of the Improvement District.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$1,323,620.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

Engineer's Statement Of Cost
Improvement District # NR-24-C1
Lift Station Rehab/Reconstruction

Storm Sewer Lift Station #7, #20 & #28

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

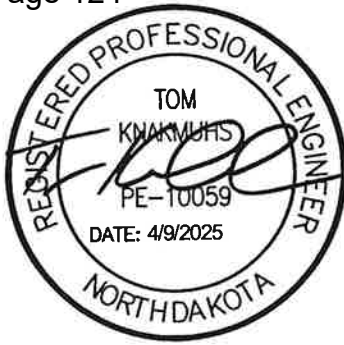
Lift Station Rehab/Reconstruction Improvement District # NR-24-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SITE #1 (STS LS #7)					
1	Mobilization	LS	1.00	26,000.00	26,000.00
2	Clean Site	LS	1.00	4,500.00	4,500.00
3	Remove Pavement All Thicknesses All Types	SY	25.00	55.00	1,375.00
4	F&I Flap Gate 10" Dia Stainless Steel	EA	1.00	5,600.00	5,600.00
5	F&I Flap Gate 16" Dia Stainless Steel	EA	2.00	5,600.00	11,200.00
6	F&I Sluice Gate 48" Dia Stainless Steel	EA	1.00	27,600.00	27,600.00
7	F&I Manhole Type E Reinf Conc	EA	1.00	84,000.00	84,000.00
8	Modify Lift Station	EA	1.00	148,000.00	148,000.00
9	F&I Lift Station Pumps & Controls	LS	1.00	240,000.00	240,000.00
10	Sediment Control Log 6" to 8" Dia	LF	60.00	6.00	360.00
11	F&I Slope Protection 5" Thick Reinf Conc	SY	40.00	160.00	6,400.00
SITE #1 (STS LS #7) Total					555,035.00
SITE #2 (STS LS #20)					
12	Mobilization	LS	1.00	12,000.00	12,000.00
13	Clean Site	LS	1.00	4,500.00	4,500.00
14	F&I Fence	LF	95.00	245.00	23,275.00
15	Remove Fence	LF	95.00	12.00	1,140.00
16	F&I Flap Gate 10" Dia Stainless Steel	EA	2.00	5,600.00	11,200.00
17	F&I Flap Gate 24" Dia Stainless Steel	EA	1.00	7,200.00	7,200.00
18	F&I Sluice Gate 12" Dia Stainless Steel	EA	1.00	9,000.00	9,000.00
19	F&I Sluice Gate 24" Dia Stainless Steel	EA	1.00	13,000.00	13,000.00
20	Modify Lift Station	EA	1.00	96,000.00	96,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	F&I Lift Station Pumps & Controls	LS	1.00	121,800.00	121,800.00
SITE #2 (STS LS #20) Total					299,115.00
SITE #3 (STS LS #28)					
22	Mobilization	LS	1.00	12,000.00	12,000.00
23	Clean Site	LS	1.00	4,500.00	4,500.00
24	F&I Flap Gate 8" Dia Stainless Steel	EA	2.00	4,900.00	9,800.00
25	F&I Sluice Gate 24" Dia Stainless Steel	EA	1.00	13,000.00	13,000.00
26	Modify Lift Station	EA	1.00	63,000.00	63,000.00
27	F&I Lift Station Pumps & Controls	LS	1.00	200,970.00	200,970.00
SITE #3 (STS LS #28) Total					303,270.00
SITE #1 (STS LS #7) Electrical					
28	F&I Lift Station Electrical	LS	1.00	90,300.00	90,300.00
SITE #1 (STS LS #7) Electrical Total					90,300.00
SITE #2 (STS LS #20) Electrical					
29	F&I Lift Station Electrical	LS	1.00	33,350.00	33,350.00
SITE #2 (STS LS #20) Electrical Total					33,350.00
SITE #3 (STS LS #28) Electrical					
30	F&I Lift Station Electrical	LS	1.00	42,550.00	42,550.00
SITE #3 (STS LS #28) Electrical Total					42,550.00
Total Construction in \$					1,323,620.00

Engineering	10.00%	132,362.00
Admin	4.00%	52,944.80
Legal	3.00%	39,708.60
Interest	4.00%	52,944.80
Contingency	5.00%	66,181.00
Misc. Costs		17,761.00
Total Estimated Costs		1,685,522.20
Special Assessments		565,280.45
Utility Funds - Stormwater - 524		678,588.22
FARGODOME Funds		441,653.53
Unfunded Costs		0.00

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



A large, stylized handwritten signature in black ink, which appears to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. NR-24-C
LIFT STATION REHAB/RECONSTRUCTION
Determining Insufficiency of Protests

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. NR-24-C (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

WHEREAS, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the “Resolution”) to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 14th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 14th day of April, 2025.

Steven Sprague
City Auditor

(SEAL)

COVER SHEET
CITY OF FARGO PROJECTS

16

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

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

Paving and Utility Rehab/Reconstruction

Improvement

District No. BR-25-G

Call For Bids	<u>April 14</u>	, <u>2025</u>
Advertise Dates	<u>April 23 & 30</u>	, <u>2025</u>
Bid Opening Date	<u>May 21</u>	, <u>2025</u>
Substantial Completion Date	<u>September 30</u>	, <u>2025</u>
Final Completion Date	<u>October 30</u>	, <u>2025</u>

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

Project Engineer Rick Larson

Phone No. (701) 241-1545

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

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-25-G1

Type: 2025 CIP Revision

Location: Citywide

Date of Hearing: 4/7/2025

Routing

City Commission

PWPEC File

Project File

Date4/14/2025XRick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding the addition of Improvement District No. BR-25-G1 to the 2025 CIP.

Engineering is recommending that Paving and Utility Rehab/Reconstruction Improvement District No. BR-25-G1 be added to the 2025 CIP. This project is for the replacement of the aging utilities and paving on 8th Street North, connecting into the newly reconstructed NP Avenue on the south end and connecting into the 1st Avenue North infrastructure.

The estimated total cost for this project is \$1,518,000 and will be funded by State Prairie Dog Funds and Special Assessments.

Engineering is seeking the addition of BR-25-G1 to the 2025 CIP.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of adding Improvement District No. BR-25-G1 to the 2025 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Improvement District No. BR-25-G1 to the 2025 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds & Special Assessments

Yes	No
N/A	
N/A	
N/A	

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

N/A
N/A
N/A

COMMITTEE

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

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

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
 City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-25-G

PAVING AND UTILITY REHAB/RECONSTRUCTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That the Board of City Commissioners deems it expedient that Improvement District No. BR-25-G (Paving and Utility Rehab/Reconstruction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District BR-25-G in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BR-25-G in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BR-25-G in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BR-25-G in the City of Fargo, North Dakota, as required by law; and

WHEREAS, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered;

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BR-25-G in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

STATE OF NORTH DAKOTA)

)

COUNTY OF CASS) ss.

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, April 14th, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 10th day of April, 2025.

Steven Sprague
City Auditor

(SEAL)



ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-G
8TH STREET NORTH FROM NP AVENUE TO 1ST AVENUE
NORTH

Nature & Scope

This project is for the replacement of the existing water main, sanitary sewer, storm sewer, concrete pavement, curb and gutter, sidewalks, driveway aprons and street lights.

Purpose

The existing water main on 8th Street is CIP, which was installed over 100 years ago and is being replaced to minimize impacts and costs associated with breaks. As part of this, we will replace the water main services to the curb stop and the sanitary services from the main to behind the curb. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, sidewalk and street lights.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$1,206,517.50. The cost breakdown is as follows:

Sanitary Sewer

Construction Cost		\$234,375.00
Fees		

Admin	4%	\$9,375.00
Contingency	5%	\$11,718.75
Engineering	10%	\$23,437.50
Interest	4%	\$9,375.00
Legal	3%	\$7,031.25

Total Estimated Cost		\$295,312.50
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Funding

State Funds - Other ND	81.45%	\$240,539.31
Special Assessments	18.55%	\$54,773.19

Storm Sewer

Construction Cost		\$32,150.00
Fees		

Admin	4%	\$1,286.00
Contingency	5%	\$1,607.50
Engineering	10%	\$3,215.00
Interest	4%	\$1,286.00
Legal	3%	\$964.50

Total Estimated Cost		\$40,509.00
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Funding

State Funds - Other ND	50.00%	\$20,254.50
Special Assessments	50.00%	\$20,254.50

Water Main

Construction Cost		\$218,760.00
Fees		
Admin	4%	\$8,750.40
Contingency	5%	\$10,938.00
Engineering	10%	\$21,876.00
Interest	4%	\$8,750.40
Legal	3%	\$6,562.80
Total Estimated Cost		\$275,637.60

Funding

State Funds - Other ND	79.18%	\$218,253.89
Special Assessments	20.82%	\$57,383.71

Paving

Construction Cost		\$721,232.50
Fees		
Admin	4%	\$28,849.30
Contingency	5%	\$36,061.63
Engineering	10%	\$72,123.25
Interest	4%	\$28,849.30
Legal	3%	\$21,636.98
Total Estimated Cost		\$908,752.96

Funding

State Funds - Other ND	63.16%	\$573,988.66
Special Assessments	36.84%	\$334,764.30

Project Funding Summary

State Funds - Other ND	69.27%	\$1,053,036.36
Special Assessments	30.73%	\$467,175.70
Total Estimated Project Cost		\$1,520,212.06

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-G
8TH STREET NORTH FROM NP AVENUE TO 1ST AVENUE
NORTH

LOCATION:

8th Street North from NP Avenue to 1st Avenue North.

COMPRISING:

Lots 9 & 10 & W 1/2 VAC ALLEY ADJ TO LT 9.

Lot 11 & W 1/2 VAC ALLEY ADJ.

Lots 12 & 13 & W 1/2 OF VAC ALLEY ADJ TO LTS 12 & 13 & N 1/2 VAC ALLEY ADJ TO LT 13 & PT OF LT M BLK 7 DESC AS FOLL: BEG AT THE NW COR OF THE S 1/2 OF THE VAC ALLEY ADJ TO SD LT M; THEN S 80 DEG 17 MIN 00 SEC E (ASSMD BRG) ALG THE N LN OF THE S 1/2 OF SD VAC ALLEY FOR A DIST OF 58.77 FT; THEN S 22 DEG 19 MIN 43 SEC W FOR A DIST OF 22.40 FT; THEN S 62 DEG 38 MIN 26 SEC W FOR A DIST OF 6.53 FT; THEN N 80 DEG 17 MIN 00 SEC W FOR A DIST OF 48.67 FT TO A PT ON THE W LN OF SD LT M; THEN N 09 DEG 43 MIN 00 SEC E ALG THE W LN OF SD LT M & SD VAC ALLEY FOR A DIST OF 25.80 FT TO THE PT OF BEG. SD TRACT CONT 1433 SF, MORE OR LESS, & IS SUBJ TO ALL EASE & R/W'S OF REC & LESS PT OF LT 13, THE W 1/2 OF THE VAC ALLEY ADJ TO THE E LN OF SD LT 13 & THE N 1/2 OF THE VAC ALLEY ADJ TO THE S LN OF SD LT 13 DESC AS FOLL: COMM AT THE SW COR OF THE N 1/2 OF THE VAC ALLEY ADJ TO SD LT 13; THEN S 80 DEG 17 MIN 00 SEC E (ASSMD BRG) ALG THE N LN OF THE S 1/2 OF SD VAC ALLEY FOR A DIST OF 58.77 FT TO THE PT OF BEG; THEN N 22 DEG 19 MIN 43 SEC E FOR A DIST OF 2.59 FT; THEN N 09 DEG 43 MIN 00 SEC E PARA TO THE W LN OF SD LT 13 FOR A DIST OF 20.00 FT; THEN S 80 DEG 17 MIN 00 SEC E FOR A DIST OF 90.67 FT TO A PT ON THE E LN OF THE W 1/2 OF THE VAC ALLEY ADJ TO THE E LN OF SD LT 13; THEN S 09 DEG 43 MIN 00 SEC W ALG THE E LN OF THE W 1/2 OF SD VAC ALLEY FOR A DIST OF 22.51 FT TO A PT ON THE S LN OF THE N 1/2 OF THE VAC ALLEY ADJ TO THE S LN OF SD LT 13; THEN N 80 DEG 17 MIN 00 SEC W ALG THE S LN OF THE N 1/2 OF SD VAC ALLEY FOR A DIST OF 91.23 FT TO THE PT OF BEG. SD TRACT CONT 2043 SF, MORE OR LESS.

PT OF LTS A, B, C, D, E, F & G DESC AS FOLL: BEG AT THE NE COR OF SD LT A; THEN W ALG THE S LN OF THE ALLEY IN SD BLK 7, 153.91 FT, MORE OR LESS, TO A PT WHICH IS 3 FT W OF THE NE COR OF SD LT G, THEN S & PARA W/ THE ELY LN OF SD LT G, 50 FT, THEN E & PARA W/ SD S LN, 155.06 FT, MORE OR LESS, TO THE E LN OF SD LT A; THEN N ALG THE E LN OF SD LT A, 50 FT TO THE PT OF BEG, BEING A TRACT OF LAND COMPRISING THE NLY ENDS OF LTS A, B, C, D, E, F & THE E 3 FT OF LT G ABUTTING ON THE E & W ALLEY IN BLK 7, FOR 153.91 FT & BEING 50 FT FRONT ON 8 ST N, SUBJ TO THE RT OF THE NP RAILWAY CO OVER & ACROSS SD PREMISES & LT M & THE W 22 FT OF LT G ACCORDING TO THE CERT PLATS OF ROBERTS ADDN, & OF SD SUBD, BOTH ON FILE & OF REC & THE SLY 1/2 OF THE VAC E-W ALLEY ADJ SD LTS A THRU G & LT M & THE NLY 1/2 OF THE VAC E-W ALLEY ADJ LT 4 & THE ELY 1/2 OF VAC N-S ALLEY LYING SLY OF THE WLY EXT OF THE SLY LN OF LT 4 & PT OF LT 13, THE W 1/2 OF THE VAC ALLEY ADJ TO THE E LN OF SD LT 13 & THE N 1/2 OF THE VAC ALLEY ADJ TO THE S LN OF SD LT 13 DESC AS FOLL: COMM AT THE SW COR OF THE N 1/2 OF THE VAC ALLEY ADJ TO SD LT 13; THEN S 80

DEG 17 MIN 00 SEC E (ASSMD BRG) ALG THE N LN OF THE S 1/2 OF SD VAC ALLEY FOR A DIST OF 58.77 FT TO THE PT OF BEG; THEN N 22 DEG 19 MIN 43 SEC E FOR A DIST OF 2.59 FT; THEN N 09 DEG 43 MIN 00 SEC E PARA TO THE W LN OF SD LT 13 FOR A DIST OF 20.00 FT; THEN S 80 DEG 17 MIN 00 SEC E FOR A DIST OF 90.67 FT TO A PT ON THE E LN OF THE W 1/2 OF THE VAC ALLEY ADJ TO THE E LN OF SD LT 13; THEN S 09 DEG 43 MIN 00 SEC W ALG THE E LN OF THE W 1/2 OF SD VAC ALLEY FOR A DIST OF 22.51 FT TO A PT ON THE S LN OF THE N 1/2 OF THE VAC ALLEY ADJ TO THE S LN OF SD LT 13; THEN N 80 DEG 17 MIN 00 SEC W ALG THE S LN OF THE N 1/2 OF SD VAC ALLEY FOR A DIST OF 91.23 FT TO THE PT OF BEG. SD TRACT CONT 2043 SF, MORE OR LESS, & IS SUBJ TO ALL EASE & R/W'S OF REC & LESS PT OF LT M ADDN DESC AS FOLL: BEG AT THE NW COR OF THE S 1/2 OF THE VAC ALLEY ADJ TO SD LT M; THEN S 80 DEG 17 MIN 00 SEC E (ASSMD BRG) ALG THE N LN OF THE S 1/2 OF SD VAC ALLEY FOR A DIST OF 58.77 FT; THEN S 22 DEG 19 MIN 43 SEC W FOR A DIST OF 22.40 FT; THEN S 62 DEG 38 MIN 26 SEC W FOR A DIST OF 6.53 FT; THEN N 80 DEG 17 MIN 00 SEC W FOR A DIST OF 48.67 FT TO A PT ON THE W LN OF SD LT M; THEN N 09 DEG 43 MIN 00 SEC E ALG THE W LN OF SD LT M & SD VAC ALLEY FOR A DIST OF 25.80 FT TO THE PT OF BEG. SD TRACT CONT 1433 SF, MORE OR LESS, & IS SUBJ TO ALL EASE & R/W'S OF REC.

Lots H, I, J, K & L, inclusive, Block 7.

All in Roberts Addition.

E 1/2 OF 1 & 2 & ALL OF 3, EXC W 87.42 FT & ALL OF 4, EXC W 82 FT, PT OF 5 & 6, BEG AT NE COR OF 6, THEN W 64.8 FT, THEN S ACROSS 5 & 6, 100 FT TO A PT 152 FT E OF W LN OF 5, THEN E TO E LN OF BLK & N TO BEG, inclusive, Block 23.
N 78 2/3 FT OF 24 LESS THE W 17.5 FT FOR ST R/W & LESS THE W 7.5 FT FOR ST R/W
S 51 1/3 FT OF 24 LESS THE W 17.5 FT FOR ST R/W & LESS THE S 4 FT FOR ST R/W & LESS THE W 7.5 FT FOR ST R/W, inclusive, Block 24.
All in Roberts Second Addition.

All of the foregoing in the City of Fargo, Cass County, North Dakota.

**RESOLUTION DECLARING
PAVING AND UTILITY REHAB/RECONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. BR-25-G**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-G in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 30.73% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Paving and Utility Rehab/Reconstruction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, April 14th, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 14th day of April, 2025.

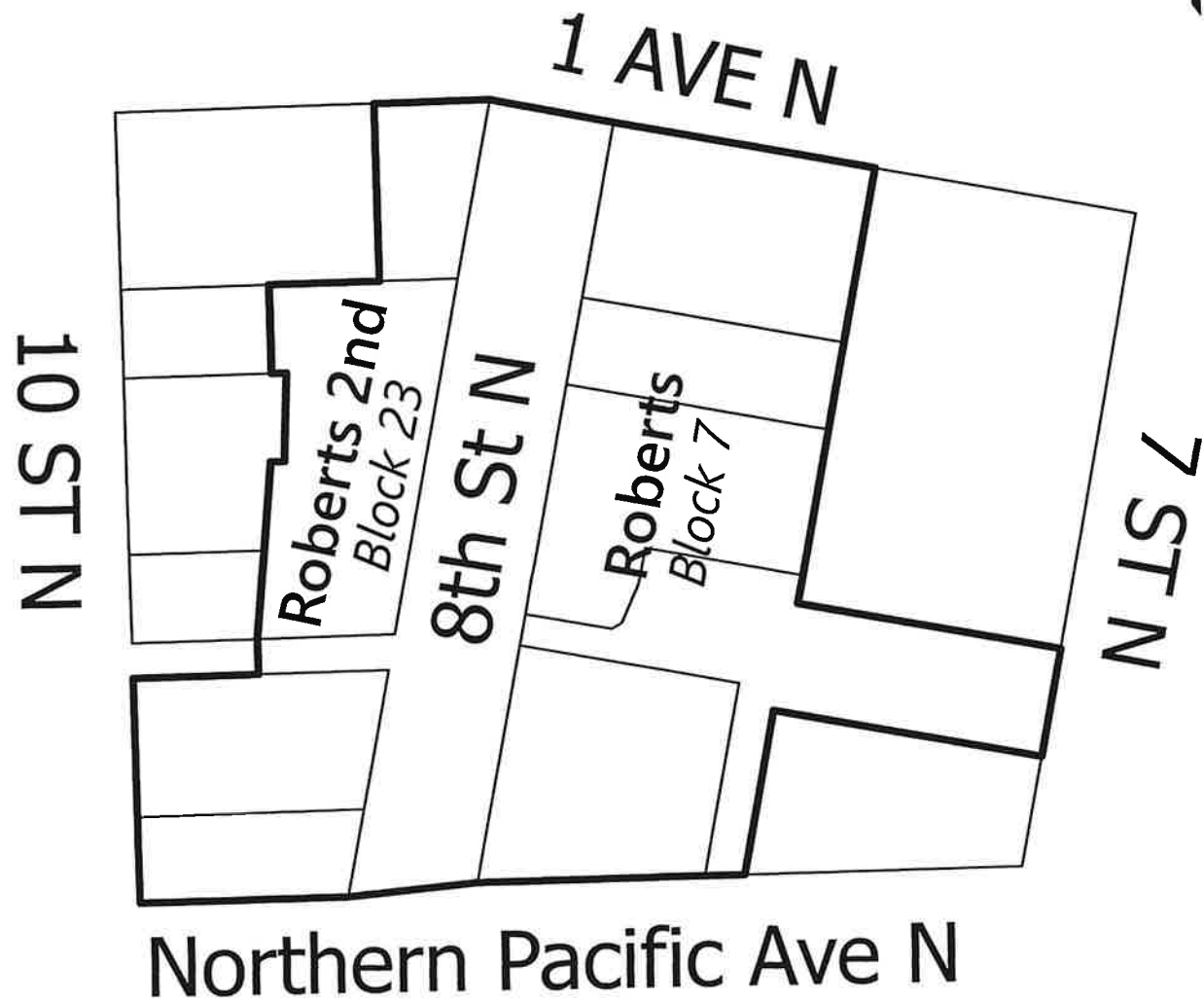
40-22-15

40-22-17

Steven Sprague
City Auditor

(SEAL)

(April 23 and 30, 2025)




CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-G



19

FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance 

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: April 14, 2025

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Award & Budget Adjustments

Fargodome – Point-of Sale & Inventory Management system (RFP25077)

Fargodome – LED Board Daktronics control system upgrade (RFP25117)

Other Financial Considerations

Finance/Municipal Court – Indigent Defense contract amendment

Fargodome – Meeting room chair replacement (RFP25057)

Solid Waste – Extension to Recycling Agreement with Minnkota

Solid Waste – Soil Release Agreement at Landfill



**Report of Action:
FAHR Meeting of 4-7-2025**

- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: FARGODOME

Description: See Memo. Due to various changes in vendor ownership, FARGODOME's current Food & Beverage Point of Sale equipment is no longer being serviced. FARGODOME conducted an RFP for new services. Upon evaluation of the respondents, First Data Merchant Services (FDMS) is recommended for award. Equipment and subscription costs are slightly lower with FDMS, while credit card processing fees are significantly less. Equipment will include hand-held scanners that can be used at portable stands and outside events like Ribfest. This unexpected item was not included in the 2025 Budget. The Fargo Dome Authority requests a budget adjustment to allow funding from the FARGODOME Surplus fund.

Net Financial Impact: \$129,015 Capital Expense; nominal increase in Operating Expense.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approved the recommendation to accept the proposal from First Data Merchant Services LLC for Point of Sale services, along with the related budget adjustment to pay for the \$129,015 implementation costs from the FARGODOME Surplus account.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: FARGODOME

REQUESTED BY: Rob Sobolik PROJECT NUMBER : _____

DATE PREPARED: 4/14/2025

DESCRIPTION OF REQUEST:

Fund Point of Sale equipment and software via FARGODOME escrow

NOTE: If relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
			= \$ -
			= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
570-7003-461.74-10 Capital Outlay		\$ 129,015	= \$ 129,015
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 129,015	

PLEASE NOTE: Budget Adjustments that increase expenditures **MUST** be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____



April 2, 2025

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: RFP25077 – FARGODOME Point-of-Sale & Inventory System

Commissioners:

Building management worked with city of Fargo Purchasing on an RFP for a Capital project to replace the existing Point-of-Sale & Inventory System currently used by the Food & Beverage department at FARGODOME, using the Bonfire online procurement portal. FARGODOME Food & Beverage staff evaluated the two (2) vendor submissions and provided the one-time and annual operating expense evaluation as presented in the grid below, along with the attached scoring summary through the Bonfire procurement portal. The evaluation focused on ease of use and functionality of the overall system, along with an eye towards annual cost of operation.

One Time Installation Costs		
	First Data Merchant Services, LLC	Shift4
Professional Service Costs	\$41,150	\$18,100
Estimated Hardware Costs	\$44,443	\$111,496
Appetize Contract Buyout	\$43,422	\$0
Total Implementation Costs	\$129,015	\$129,596
Annual Costs		
Annual Subscription Costs	\$60,175	\$49,500
Credit Card Processing Costs*	\$3,552	\$14,208
Total Estimated Annual Costs	\$63,727	\$63,708
Credit Card Processing Costs*		
Transaction Fee	\$0.025	\$0.100
Gateway Fee	\$0.000	\$0.000
Both Proposals are plus (+) interchange		

Based on this evaluation, it is building management's recommendation to award the project to First Data Merchant Services, LLC. The proposal submitted by First Data Merchant Services, LLC met the required specifications and the pricing was within expected parameters.

At their meeting on Tuesday, April 1, 2025, the Fargo Dome Authority voted unanimously to accept the proposal from First Data Merchant Services, LLC. Funding for this purchase would be provided through the FARGODOME Permanent Fund.

Suggested Motion:

Approve the recommendation to accept the proposal from First Data Merchant Services, LLC and fund the purchase by utilizing the FARGODOME Permanent Fund.

Thank you for your consideration of this matter.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Rob Sobolik', is written over a printed name.

Rob Sobolik
General Manager, FARGODOME



Scoring Summary

Food and Beverage Point-of-Sale

Supplier	Total / 100 pts	Functionality / 30 pts	Support / 15 pts	Experience / 10 pts	Cost / 30 pts	Implementation / 10 pts	Clarity and Completeness / 5 pts
First Data Merchant Services, LLC	87 pts	24 pts	12 pts	9 pts	30 pts	8 pts	4 pts
Shift4	67 pts	21 pts	12 pts	6 pts	15 pts	9 pts	4 pts



**Report of Action:
FAHR Meeting of 4-7-2025**

- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: FARGODOME

Description: See Memo. The Fargo Dome Authority requests approval of a piggyback procurement to upgrade the control system for LED boards throughout the arena and outdoor marquee via vendor Daktronics in the amount of \$288,345. The current system is beyond end of life. Existing LED boards are through Daktronics and require proprietary controls. The purchase will be through the Sourcewell Contract. This item was not included in the 2025 Budget. The Fargo Dome Authority requests a budget adjustment to allow funding from the FARGODOME Surplus fund.

Net Financial Impact: \$288,345

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approved the proposal from Daktronics for a control system for the LED Boards, along with the related budget adjustment to pay for the \$288,345 project from the FARGODOME Surplus account.

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE: *Date:*

By:

BA#



April 2, 2025

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: PBC25117 – FARGODOME Arena & Outdoor Marquee LED Board Control Upgrade

Commissioners:

The Fargo Dome Authority requests your approval of the Piggyback procurement to upgrade the control system for all of the LED boards throughout the arena and outdoor marquee at FARGODOME with Daktronics in the amount of \$288,345.00. The current system is past end of life phase and is unable to receive any updates/upgrades. This upgrade will replace all computers and systems used to operate/control the LED boards including servers, computers, and processors. This will upgrade the control system to the latest generation of Daktronics control system. All of the LED equipment is Daktronics, therefore the control system needs to be Daktronics proprietary system.

Daktronics does have a Sourcewell Contract in place (#030223-DAK) that allows for purchase of this updated system.

At their meeting on Tuesday, April 1, 2025, the Fargo Dome Authority reviewed and voted unanimously to approve this purchase using the Daktronics Sourcewell Contract (#030223-DAK) with funding provided for via the FARGODOME Permanent Fund.

Suggested Motion:

Approve the recommendation to proceed with the purchase from Daktronics to upgrade the control system and related computers necessary to control/operate all of the LED boards at FARGODOME. This purchase, in the amount of \$288,345.00, will be made using Sourcewell Contract #030223-DAK and will be funded via the FARGODOME Permanent Fund.

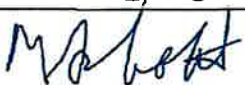
Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Rob Sobolik	Department:	Fargodome
Date of Request:	March 11, 2025	Phone Number:	701-298-2658
E-mail:	rsobolik@fargodome.com		
Dept Head Signature:		Estimated Amount of Purchase:	\$288,345.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

Fargodome Arena & Outdoor Marque LED Board Control Upgrade - This system was installed in 2016 and the computers operating the system are past End of Life. This solution will remove & replace the older computers as well as upgrading the control system to the latest generation of Daktronics control system. All of the LED equipment is Daktronics, therefore the control system needs to be Daktronics proprietary system

Provide source of existing State contract and Contract number:

Sourcewell Contract #030223-DAK

Is a Vendor contract required? Yes ☒ No ☐

Vendor Name: Daktronics

Address: 201 Daktronics Drive

City: Brookings **State:** South Dakota **Zip Code:** 57006

Contact Person: Matt Senden **Title:** Application Engineer

Telephone: 605-695-2126 **Email:** matt.senden@daktronics.com

Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC25117



Fargodome
1800 University Dr N
Fargo, ND 58102
Rob Sobolik
701-241-9100

835618-1 REV 1
06-Jan-2025

Valid for 30 Days, Subject to Change
FCA: Daktronics

Payment Terms: 50% Down Payment due N15
from order, 50% N30 from Shipment
Sourcewell Contract #030223-DAK

RE: Fargodome – Control Upgrade - Sourcewell

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Quote to Fargodome ("Purchaser").

After reviewing your current control system and request, we have assembled the best solution to remove the older computers, as well as achieve the desired state of upgrading your control system to the latest generation of Daktronics control equipment.

Equipment

- Show Control User Station – QTY 2
- Venus Control Suite & Stats Server – QTY 1
- DMP-8300 Media Player - QTY 2
- DMP-8304 Media Player - QTY 1
- DMP-8400 Media Player - QTY 2
- VP-6000 Processor – QTY 6
- DI-6000 Processor – QTY 4
- Utility Computer - QTY 1
- NAS Replacement
- UPS Replacement
- Networking Replacements

Services

Onsite Installation & Testing
Onsite Operator Training – 3 Days

The following services apply to equipment listed above.

Years 1 Daktronics Parts Coverage
Years 1 Daktronics Labor Coverage
Years 1 Customer Care Level 1

Link to Scopes Document:

Daktronics Labor Coverage <https://www.daktronics.com/DD5454476>

Link to Terms & Conditions of Service:

DD5459759

<http://www.daktronics.com/DD5459759>

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006
tel 800-325-8766 email: sales@daktronics.com
DD3446781 Rev 12 11Jun24 Page 1 of 4
Quote 835618-1-1





DAKTRONICS QUOTE

Freight included

TOTAL PRICE (EXCLUDING TAXES) \$ 288,345.00

(amount in USD)

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Quote.

This quote does not include permits, duties, taxes, foundations, structural beams, installation, identification panels, power, conduit, or electrical hookup to the equipment. Taxes: Buyer must provide a sales tax exemption certificate to claim exemption. Specifications subject to change; refer to shop drawings for exact dimensions prior to construction. This quote is subject to the following:

- SL-02375 Standard Terms and Conditions of Sale
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- SL-02374 Standard Warranty and Limitation of Liability
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Matt Senden
Application Engineer
605-695-2126
Matt.Senden@Daktronics.com



DAKTRONICS QUOTE

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Standard lead-time is currently 20-25 weeks. Specific dates to be confirmed with order.

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006

tel 800-325-8766 email: sales@daktronics.com

DD3446781 Rev 12 11 Jun 24 Page 3 of 4

Quote 835618-1-1





DAKTRONICS QUOTE

INSTALLATION RESPONSIBILITIES CHECKLIST

Responsible Party		Description
Daktronics	Customer	
✓		1. Removal of existing equipment.
	✓	2. Disposal of existing equipment.
✓		3. Generate and issue site specific electrical and signal drawing submittals for equipment.
	✓	4. Unobstructed access to equipment and control room installation site until display is 100%.
✓		5. Site clean-up after Daktronics work.
✓		6. Crating and shipping of all equipment to facility via common or independent carrier.
	✓	7. Accept, lift, unload, and inspect all equipment and control equipment from carrier.
	✓	8. Provide storage of equipment and control equipment in a safe, dry, and secure location until installation.
	✓	9. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
✓		10. Furnish signal cable as delineated on the quote.
✓		11. Terminate signal cable at control location and Equipment.
	✓	12. Provide climate controlled, secured control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	13. Provide high speed internet connection to control room equipment.
	✓	14. Required power outlets on clean dedicated circuit(s) for all and control equipment.
✓		15. Unpack, set-up, hook-up, and testing of control system.
✓		16. Provide personnel for maintenance and operator training.
✓		17. Perform final systems testing and commissioning.
✓		18. Final acceptance, per DF-1252.
✓		19. Walk-thru inspection at Substantial Completion and identification of punch list items.
✓		20. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006
tel: 800-325-8766 email: sales@daktronics.com
DD3446781 Rev 12 11 Jun 24 Page 4 of 4
Quote 835618-1-1





Report of Action:
FAHR Meeting of 4-7-2025

- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Finance/Municipal Court

Description: See Memo – Finance and Municipal Court request an amendment to the existing contract of Indigent Defense Attorney Stormy Vickers to provide defense counsel for 50% of the caseload. Mr. Vickers will assume the 50% case load formerly assigned to Joe Johnson, along with commensurate compensation. Mr. Johnson passed away unexpectedly in mid-March.

Net Financial Impact: NA

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the contract amendment to Stormy Vickers' Indigent Defense Contract to authorize full-time indigent defense services to Municipal Court, along with an additional month of compensation for the assumption of open cases.



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: Stormy Vickers' Indigent Defense Contract Amendment

DATE: April 3, 2025

In February 2023, the City of Fargo awarded separate Municipal Court Indigent Defense contracts to Stormy Vickers and Joe Johnson to each provide indigent defense on 50% of the caseload. The contracts are through 12/31/2027. Each is compensated \$5100/mo. for their service.

Mr. Johnson passed away unexpectedly in mid-March. Mr. Vickers has offered to assume Mr. Johnson's 50% caseload for Mr. Johnson's contracted rate of \$5,100/mo. for the remainder of the contract. Mr. Vickers also assumed 150 open cases of Mr. Johnson and requests compensation of one month for this work. The average caseload is 30-40 cases per week. Mr. Vickers will also be compensated for his additional work in the month of March.

Due to Mr. Vickers familiarity with the Municipal Court system and his willingness to assume the existing contract terms, we believe this is the most efficient, cost-effective, and expedient solution for the City of Fargo. The City Attorney drafted the attached amendment to Mr. Vickers existing contract.

Suggested Motion:

Approve the contract amendment to Stormy Vickers' Indigent Defense Contract to authorize full-time indigent defense services to Municipal Court, along with an additional month of compensation for the assumption of open cases.

AMENDMENT TO
AGREEMENT (INDIGENT DEFENSE)

Pursuant to an Agreement (Indigent Defense) effective July 1, 2023, by and between Stormy Vickers, d/b/a Vickers Law, LLC ("Vickers"), and the city of Fargo, a North Dakota Municipal Corporation ("City"), Vickers agreed to provide defense legal services to persons charged with misdemeanor offenses under the Fargo Municipal Code. Such an agreement provides that Vickers would accept for representation approximately 50% of the cases charged, sharing the representation on a weekly basis with counsel Joe Johnson ("Johnson"). Counsel Johnson passed away on March 13, 2025, necessitating the retention of replacement counsel for pending cases assigned to Johnson at the time of his death, as well as securing indigent defense services for future case assignments. Vickers has indicated a willingness to accept the representation of the pending cases and to undertake representation of all defendants for the remainder of the contract term.

Now, therefore, for good and valuable consideration hereby acknowledged, Vickers and City agree to amend the Agreement (Indigent Defense), attached hereto and made a part of this Amendment, as follows:

1. Vickers agrees to accept, and City agrees to assign 100% of the misdemeanor charges brought pursuant to an alleged violation of the Fargo Municipal Code, in accordance with the following terms and conditions:
 - a. Vickers agrees to accept payment in the amount of \$5,100 a month for providing legal representation to the additional defendants which would have otherwise been assigned to attorney Johnson if not for his death;
 - b. These case assignment are in addition to Vickers' existing contract, resulting in a monthly payment to Vickers in the amount of \$10,200;
 - c. Vickers agrees to accept reassignment of the legal representation of defendants assigned to Johnson at the time of his death in exchange for payment in the amount of an additional \$5,100; and
 - d. City agrees to pay Vickers an additional \$2,550 for services rendered in March 2025 providing immediate legal services to clients formerly assigned to Johnson.
2. Vickers agrees to devote such time and/or employ such additional legally competent counsel to provide the services contracted for in this amendment, to the satisfaction of the Municipal Court Judge.
3. Vickers shall be responsible for identifying and determining any and all conflicts of interest which would preclude the provision of competent legal services, and shall notify the court of the need for appointment of alternate counsel.

4. All other terms and conditions of the Agreement (Indigent Defense) shall remain substantially unchanged and in full force and effect.

Dated this 7 day of April, 2025.

Vickers Law, LLC, a North Dakota
Limited Liability Company



Stormy Vickers

Dated this _____ day of _____, 2025.

CITY OF FARGO,
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor



Report of Action:
FAHR Meeting of 4-7-2025

- ☒ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: FARGODOME
Description: See Memo. Following an RFP process, the Fargo Dome Authority selected a vendor for the meeting room chair replacement project included in the 2025 budget.
Net Financial Impact: NA – budgeted item

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation to accept the proposal from MTS Seating in the amount of \$128,429.72 as per the results of RFP25057.



April 2, 2025

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: RFP25057 – Meeting Room Chair Replacements – FARGODOME

Commissioners:

Building management worked with city of Fargo Purchasing on an RFP for Capital project FD2308 & FD2509 – Meeting Room Chair Replacement – total budget of \$174,000, using the Bonfire online procurement portal. FARGODOME staff, including operations and meeting & event coordinators, evaluated the vendor submissions, with a strong focus on product quality and longevity, and created the attached scoring summary through the Bonfire procurement portal.

Based on this evaluation, it is building management's recommendation to award the project to MTS Seating in the amount of \$128,429.72. The proposal submitted by MTS Seating met the required specifications and the pricing was within expected parameters and budget.

At their meeting on Tuesday, April 1, 2025, the Fargo Dome Authority voted unanimously to accept the proposal from MTS Seating in the amount of \$128,429.72. Funding for this purchase is included in the previously approved 2025 FARGODOME Capital Budget.

Suggested Motion:

Approve the recommendation to accept the proposal from MTS Seating in the amount of \$128,429.72 as per the results of RFP25057.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



Scoring Summary

Active Submissions

	Total	Quality of Product	Qualifications and Experience	References	Cost and Delivery
Supplier	/ 100 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 40 pts
MTS Seating	94 pts	40 pts	9 pts	9 pts	36 pts
Essential Products of America, Inc.	69 pts	28 pts	6 pts	7 pts	28 pts
www.dreamseat.com	63 pts	32 pts	8 pts	7 pts	16 pts
Quality Specialty Products	51 pts	24 pts	5 pts	6 pts	16 pts
G&A Commercial Seating	48 pts	24 pts	4 pts	4 pts	16 pts
Global Energy of the Carolinas	38 pts	16 pts	1 pts	1 pts	20 pts
Taza Supplies Inc.	38 pts	12 pts	1 pts	1 pts	24 pts
School Outfitters LLC	28 pts	12 pts	6 pts	6 pts	4 pts
Archie Supply LLC	9 pts	4 pts	1 pts	0 pts	4 pts



Report of Action:
FAHR Meeting of 4-7-2025

- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Solid Waste
Description: See Memo regarding extension Agreement with Minnkota Recycling for Recycling Services.
Net Financial Impact: NA

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the attached Amendment to Recycling Agreement between the City of Fargo and Minnkota Recycling.



**SOLID
WASTE**

DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

MEMORANDUM

DATE: March 31, 2025
TO: Honorable Board of City Commissioners
FROM: Scott Olson, Solid Waste Utility Director
Subject: Extension to Agreement for Recycling Services with Minnkota Recycling

On May 2, 2022, the City Commission approved an agreement between the City of Fargo and Minnkota EnviroServices, Inc. (Minnkota) titled *Processing and Marketing Services for Recyclable Materials Delivered by the City of Fargo*. This agreement requires that Minnkota accept and process all sorted or comingled materials collected and delivered by the City of Fargo Recycling Program. The original contract was (3) years, ending April 30, 2025, with an annual review and an extension option.

Solid Waste staff recently met with representatives of Minnkota to review the current agreement and discussed amendments and the term of an extended agreement. The suggested cost amendments and timelines associated with the extension are shown below:

Fargo shall pay Minnkota the following processing fees for all sorted and comingled material which is delivered to Minnkota:

- **May 1, 2025 – April 30, 2026**
 - \$45.00/ton for all sorted magazines
 - \$45.00/ton for all sorted plastics #1-7
 - \$45.00/ton for all sorted glass
 - \$160.00/ton processing fee for all materials
- **May 1, 2026 – April 30, 2027**
 - \$50.00/ton for all sorted magazines
 - \$50.00/ton for all sorted plastics #1-7
 - \$50.00/ton for all sorted glass
 - \$170.00/ton processing for all materials
- **May 1, 2027 – April 30, 2028**
 - \$50.00/ton for all sorted magazines
 - \$50.00/ton for all sorted plastics #1-7
 - \$50.00/ton for all sorted glass
 - \$180.00/ton processing for all materials

Total additional costs to the Solid Waste Recycling division for this extension are approximately \$6,000/month.

The term of this extension is a period of three years starting on May 1, 2025, and extending through April 30, 2028.

REQUEST

Approve the attached Amendment to Recycling Agreement between the City of Fargo and Minnkota Recycling.

AMENDMENT TO RECYCLING AGREEMENT

This Amendment to Recycling Agreement ("Amendment") is made and intended to be effective May 1, 2025, by and between the CITY OF FARGO, NORTH DAKOTA, a municipal corporation ("Fargo") and MINNKOTA ENVIROSERVICES, INC., a North Dakota corporation doing business as MINNKOTA RECYCLING ("Minnkota").

RECITALS

WHEREAS, Fargo operates a collection service for purposes of recycling certain solid wastes.

WHEREAS, Minnkota handles recyclable materials.

WHEREAS, the Parties have previously entered into a Recycling Agreement dated May 2, 2022 ("Agreement"). The Agreement contains a three-year term expiring on April 30, 2025. The Agreement contains an option under which the Parties can extend the Agreement for three additional years with mutual consent.

WHEREAS, Fargo and Minnkota wish to extend the Agreement for three additional years and make amendments to the Recycling Agreement.

WHEREAS, the Parties have negotiated this Amendment and wish to commit the same to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 1 of the Agreement shall be superseded and replaced with the following language:

The term of this Agreement shall be for a period of three years calculated from May 1, 2025, thus expiring April 30, 2028.

2. Paragraph 3 of the Agreement shall be superseded and replaced with the following language:

Fargo shall pay to Minnkota a processing fee of \$45.00/ton for all sorted magazines, \$45.00/ton for all sorted plastics #1-7, and \$45.00/ton for all sorted glass, delivered to Minnkota for the dates of May 1, 2025 – April 30, 2026, and \$50/ton for material listed above for remainder of contract. Fargo shall also pay to Minnkota a processing fee of \$160.00/ton for the dates May 1, 2025 – April 30, 2026, \$170.00/ton for the dates May 1, 2026 – April 30, 2027, and \$180.00/ton for the dates May 1, 2027 to April 30, 2028, for all comingled material as described previously which is delivered to Minnkota.

3. All terms and conditions of the Recycling Agreement shall remain in full force and effect except as herein amended by this Amendment. Any inconsistency between this Amendment and the Recycling Agreement, shall be construed in favor of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By, _____
Timothy Mahoney, Mayor

Attest:

Steve Sprague, City Auditor

MINNKOTA ENVIROSERVICES, INC.,
OF FARGO, NORTH DAKOTA

By, 
Randy Christianson, President

Attest:


Donna Christianson, Vice President



Report of Action:
FAHR Meeting of 4-7-2025

- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Solid Waste
Description: See Memo regarding soil release agreement to allow Solid Waste to enter into agreement with various contractors to remove unsuitable soils from the landfill.
Net Financial Impact: NA (Cost savings if Solid Waste doesn't have to relocate the soil)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the attached soil release agreement to allow Solid Waste to enter into agreement with various contractors to remove unsuitable soils from the landfill.



**SOLID
WASTE**

DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

MEMORANDUM

DATE: March 31, 2025

TO: Honorable Board of City Commissioners

FROM: Scott Olson, Solid Waste Utility Director

Subject: Soil Release Agreement for Solid Waste Department

The Cell 21 Waste Excavation and Construction project began in 2024 with an anticipated completion date of June 15, 2025. The excavation for the project included an estimated 550,000 cubic yards of soils and 235,000 cubic yards of waste. Soils were to be separated and stockpiled on site, while the waste was to be relocated to lined MSW Cells 18, 19 or 20.

To date approximately 505,000 cubic yards of soil has been excavated, of which more than 200,000 cubic yards is a silty/sandy material. The City is required to keep soils on site to meet daily cover and interim cover requirements, as well as, complete formal closure projects as dictated by the Landfill operating permit through the North Dakota Department of Environmental Quality (NDDEQ). Currently, the existing clay stockpiles at the East and West Landfill campuses is greater than 600,000 cubic yards, which exceeds amount needed for cover/closure operations. The sandy material does not meet the gradation or soil classification to meet specifications for granular drainage layers or closure requirements – leaving only daily cover as an option. Short term daily cover requirements are estimated to be less than 10,000 cubic yards.

The only available stockpile location for the silty/sandy material is immediately east of the Cell 21 construction area, which will be future Cell 22. In discussions with various contractors, estimates to move the soil off-site would be between \$8 and \$10 per cubic yard, which would add costs of approximately \$1.5-\$1.9 million dollars to the future Cell 22 project. Contractors also believe the material may be useful as general fill for various purposes or projects throughout the City, though quantities could vary greatly pending on project needs.

Solid Waste is proposing to enter into Soil Release Agreements with area contractors who are interested in obtaining this soil from the Landfill for utilization in their various projects. There would be no charge to contractors other than a deposit to ensure no damage occurs on City property. With this agreement a large amount of cost savings would be realized by the City on subsequent Cell projects.

REQUEST

Approve the attached Soil Release Agreement to allow Solid Waste to enter into agreement with various contractors to remove unsuitable soils from the Landfill.

STOCKPILE ACCESS AND REMOVAL AGREEMENT AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Agreement is made and entered into by and between the City of Fargo, a North Dakota municipal corporation ("City") and _____, a duly licensed contractor in the State of North Dakota ("Contractor"), authorized to undertake the activities contemplated herein.

RECITALS

1. City has accumulated a stockpile of material that has been determined to have no value to the City, and that the cost of reducing the same exceeds the value to the City.
2. The stockpile of material is located at the Fargo Landfill, East Campus (NW1/4 of T 139N, R49, Sec 3 Adjacent to Aggregate Ind. Blvd and 12th Ave. N).
3. Contractor will be granted access to the site as road conditions permit.

AGREEMENT

Now therefore, for good and valuable consideration hereby acknowledged, the parties hereto agree as follows:

1. City retains the right to control and manage its facilities, including the Fargo Landfill, and may enforce all reasonable rules for its management as determined by the City in its sole discretion. City will grant no more than one contractor access at any one time to excavate from the stockpile.
2. Contractor shall be granted access to the material and use its own equipment to remove a specified amount of material, not less than 10,000 yards. The existing stockpile has three benches for excavation. Contractor will be assigned by the City to a specific bench to excavate.
3. City and Contractor agree Contractor may remove up to _____ yards of material from the stockpile.
4. Contractor's access to the stockpile shall be limited to the period of time from _____ to _____, unless otherwise agreed to in writing and signed by the City and Contractor.
5. The Contractor shall be responsible for maintenance of the existing site roadway, including grading, dust control and gravel replacement, as deemed necessary by the City. The Contractor will not be allowed to close the roadway and must maintain through traffic at all times. The Contractor will be responsible to keep the roadway safe and passable. Contractor will be required to get an approved haul route prior to the commencement of work.

6. Contractor agrees to deposit with the City in the amount of five thousand dollars (\$5,000) for the first 10,000 cubic yards and two thousand and five hundred dollars (\$2,500) for every 10,000 cubic yards increments thereafter to assure the availability of funds in the event Contractor's activities cause any damage or fail to adequately maintain the existing road or any of the City facilities.
7. Contractor agrees to abide by any such rules, policies, and conditions that may be in effect from time to time including but not limited to all local, state, and federal laws and regulations.
8. Contractor agrees that access to the stockpile shall be limited to Contractors on a first come, first served basis, and that the amount of material that may be removed from the stockpile is at the sole discretion of the City and the City may limit said amount at any time regardless of other provisions in this Agreement.
9. Contractor understands and agrees the City may terminate Contractor's access at any time, for any reason, and with or without notice to the Contractor. If Contractor is terminated due to breach of contract, the Contractor will not be allowed access to the site in future requests.
10. Contractor shall deliver a copy of its North Dakota Contractor's License to City prior to access to the stockpile being granted.
11. Contractor shall deliver proof of insurance to City, naming City as an additional insured, prior to access to the stockpile being granted. Contractor's insurance shall be in the minimum of amount of one million dollars (\$1,000,000) of liability insurance.
12. Contractor agrees to defend, hold harmless, and indemnify City, its officers, agents, and employees against all liability and costs, including attorney's fees, in any way connected to Contractor's access to the City property or in any way related to this Agreement. Contractor agrees to bear all responsibility and shall hold City harmless from any responsibility arising out of or in any way connected with Contractor's access and stockpile of material removal.
13. Contractor understands and agrees that this Release binds Contractor, its successors and assigns.
14. The parties agree that North Dakota law shall apply to this Agreement and any dispute must be venued in Cass County, North Dakota.
15. The parties agree that this Agreement may not be amended, modified, or changed without written consent of both Parties which is signed by the Parties.

(Signatures Page follows below)

Dated this _____ day of _____, 2025

CITY OF FARGO, A NORTH DAKOTA
MUNICIPAL CORPORATION

Scott Olson, PE. Solid Waste Director

Dated this _____ day of _____, 2025

CONTRACTOR

By: _____

Its: _____



20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 31, 2025

RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
BEHAVIORAL HEALTH DIVISION FOR WITHDRAWAL
MANAGEMENT UNIT SERVICES. THE MAYOR SIGNED THESE
ON MARCH 31, 2025, IN ORDER TO RETURN THEM TO THE
STATE.
NO: 810-13737A **CFDA:**
FUNDS: \$102,000 INCREASE
EXPIRES: 09/30/2025

The attached notice of grant award is for Fargo Cass Public Health to provide staffing for the withdrawal management program 24 hours a day, seven days a week.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this grant award amendment from the ND Department of Health and Human Services, Behavioral Health Division.

JF/lls
Attachment

CONTRACT #810-13737
AMENDMENT A

AMENDMENT TO PURCHASE OF SERVICE AGREEMENT


On or about January 1, 2024, the state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (State) and City of Fargo (Vendor) entered into an Agreement to provide staffing for the withdrawal management program 24 hours per day, seven days per week.


The parties agree that certain parts of that Agreement should be changed:

1. The Term of the Agreement is changed from January 1, 2024, through March 31, 2025, to January 1, 2024, through September 30, 2025.
2. Effective April 1, 2025, the Compensation section is amended to increase the total amount paid under the Agreement from \$255,000 to \$357,000, an increase of \$102,000. For the period April 1, 2025, through September 30, 2025, total payment under this Agreement may not exceed \$102,000.

All other terms and conditions remain as previously written.

CITY OF FARGO

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

By  03/31/2025
DATE
Its Jenn Faul, Director of Public Health

ATTEST:


Steve Sprague, City Auditor

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By _____
SARA STOLT
DEPUTY COMMISSIONER
DATE _____

By _____
KYLE J. NELSON
CONTRACT OFFICER
Approved for form and content
DATE _____



21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 28, 2025

**RE: NOTICE OF GRANT AWARD RYAN WHITE PART B PROGRAM
FROM ND DEPARTMENT OF HEALTH AND HUMAN SERVICES.
THE MAYOR SIGNED THESE ON MARCH 28, 2025 IN ORDER
TO RETURN THEM TO THE STATE.
NO: G23.1344 CFDA: 93.917
FUNDS: \$400,000
EXPIRES: 03/31/2026**

The attached notice of grant award is for Fargo Cass Public Health to provide essential core and supportive services to meet the needs of eligible clients living with HIV in ND.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (04-2023)

Grant Number G23.1344	CFDA Name HIV Care Formula Grants		CFDA Number 93.917
FAIN Number X0700043	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2025	Grant End Date 3/31/2026
Federal Award Date	Federal Awarding Agency Health Resources Services Administration (HRSA)		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Ryan White Part B Program		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2201 S543 03: \$60,000 2201 S543 09: \$340,000	
Grantee Name Fargo Cass Public Health		Project Director Lindsey VanderBusch	
Address: 1240 25 th Street South		Address: 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code: Fargo, ND 58103-2367		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Jenn Faul		Contact Name: Lindsey VanderBusch	
Telephone Number: 701-241-1380		Telephone Number: 701-328-4555	
Email Address: jfaul@fargond.gov		Email Address: lvanderbusch@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$400,000	\$0	\$400,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$400,000	\$0	\$400,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10% (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients living with HIV in North Dakota. Grantee's work will meet the Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health and Human Services Ryan White Part B (RW) program three performance goals which are as follows: (1) strengthen and expand the health care safety net for people living with HIV; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. Grantee agrees to perform/reimburse all enrolled clients for services as follows: Outpatient/Ambulatory Health Services, Oral Health Care, Vision Assistance, Mental Health Services, Medical Nutrition Therapy, Medical Case Management, Non-Medical Case Management, Emergency Financial Assistance, Housing, Medical Transportation, Psychosocial Support Services, and Outreach Services. Details regarding reimbursable services and expectations are further described in Attachment A.			
Reporting Requirements Grantee must submit expenditure reports monthly via the Program Reporting System (PRS). Grantee must submit the "Ryan White Monthly Request for Reimbursement" form by the 15th of the following month with each reimbursement request. Expenditure report for the period ending June 30, 2025, must be received by July 15, 2025. Expenditure report for the period ending March 31, 2026, must be received by May 15, 2026. Reimbursements will be processed upon Department approval of expenditures and forms.			
Special Conditions Funding for this award is restricted to \$100,000 until such time as the Federal award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by HRSA. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 03/27/20258	Signature <i>Jenn Faul</i>	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date 3/28/25	Signature <i>Timothy J. Mahoney</i>	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Sara E. Stolt, Deputy Commissioner	
ATTEST: <i>Steve Sprague</i>		Steve Sprague, City Auditor	

If attachments are referenced, they must be returned with the signed award.

If you did not receive attachments as indicated, contact the Program Director identified above.

G23.1344
Fargo Cass Public Health
Attachment A

Scope of Service

Purpose

The purpose of this award is to meet the Health Resources Services Administration (HRSA) and the North Dakota Ryan White Part B (RW) program goals. Grantee agrees to provide case management services¹ including: (1) initial and periodic assessment of client needs, (2) development of individual care plans that consider the full continuum of social services needed for persons with HIV infection, their families and significant others; and (3) the provision or coordination of access to essential support services, or other needs identified during client assessment.

Successful implementation of the program will be indicated by documentation of client needs and care plan development, maintenance of appropriate documentation for client eligibility, number of successful referrals completed by the client, and collection of client level utilization data (supportive services reimbursement documentation). Periodic work outside of normal hours may occur to meet emergent needs of clients. The ability to support this effort should be noted in program policies and procedures.

Fiscal Assurances

Payment to Grantee will be made according to reimbursable expenditures allowed by Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009. Prior to requesting reimbursement, Grantee will assure that all other payment streams have been exhausted or determined unavailable, and that the RW program is the payer of last resort. Any and all funds that are utilized to cover expenses related to this program that are subsequently billed to another agency and/or are recovered from other payors must be returned to the program and be utilized only for expenses related to the original scope of the award. These recovered payments are considered program income that must be tracked and documented by the Grantee on how the program income supports allowable costs under this award.

Grantee will be reimbursed according to expenditures itemized on the "Ryan White Monthly Request for Reimbursement" form. Case management reimbursement is calculated at a **maximum** of \$80 per hour for face-to-face or other case management encounters; mileage for case management home visits is calculated at the IRS mileage rate in effect at the time of the visit which is \$0.70 per mile as of January 1, 2025; and voucher reimbursement for client transportation to medical or supportive services is reimbursed on a dollar-for-dollar basis. Reimbursement for short-term emergency assistance is permitted on a dollar-for-dollar basis, in compliance with current RW Program Policies. Grantee agrees to limit fees (in the event fees are charged) for clients receiving services to the total allowable annual charges as defined in Public Law 101-381 Section 2617(c). Grantee may assess a ten (10) percent fee for administrative processing of reimbursement requests.

Program Assurances

Grantee agrees to maintain and secure client records as required by North Dakota Century Code section 23-07-02.2; comply with the North Dakota HIV/STD/TB/Viral Hepatitis Confidentiality Policy; and follow all applicable regulations set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act of 2009. A breach in confidentiality can lead to immediate termination of this agreement and criminal charges for individuals involved (class C felony). Grantee agrees to conduct all Notice of Grant Award activities in accordance with the HRSA and the ND RW program policies as described in the ND RW Part B Program Manual. Grantee agrees to collect and maintain supporting documentation for client eligibility, and assures that **all** clients will be treated fairly, equitably, and with respect.

Corrective Action

Corrective action may be prompted by items such as overspending, improper invoicing, missing or incomplete patient records, or failure to appropriately serve an eligible client. Initiation of an informal graduated process of corrective action with the Grantee including technical assistance in the area of concern will be utilized.

Appeals Process

Grantee may appeal a decision regarding suspension, reallocation, or termination of funding. Initial phases of the appeals process will be handled by the NDDHHS and will be forwarded to the HRSA office, as necessary.

¹ Case management: a mechanism for coordinating existing resources to insure the most comprehensive program for meeting a client's need for care and is primarily a process that links the client to available services.



22

FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners

From: Chief David B. Zibolski *DZ*

Date: April 10, 2025

RE: Revisions to Fargo Municipal Code Article 11-04 regarding Automobiles and Personal Property.

Mayor and Commissioners,

Recently, it has come to the attention of the Fargo Police Department that Fargo Municipal Code and state law conflict with respect to towing and disposal of abandoned motor vehicles. Fargo Municipal Article 11-04 requires revision to both the definition of an abandoned vehicle, and the disposition process, including notice requirements.

It is important to amend Article 11-04 to ensure law enforcement, contracted towing services, and the citizens of Fargo can easily understand the applicable law. Additionally, the language of the ordinance should be modified to be in conformity with the requirements outlined in North Dakota Century Code Chapter 23.1-15. The Fargo Police Department and the City Attorney's Office are in favor of updating and improving this ordinance.

Recommended Motion:

I move to direct the City Attorney's Office to draft revisions to Fargo Municipal Code Article 11-04.



23

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

December 4, 2024

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

RE: Street Department purchase of (1) one Articulating Sidewalk Tractor with Attachments
(PBC25022)

Dear Commissioners:

In 2024, the City of Fargo initiated a cost evaluation process for the purchase of a new Articulating Sidewalk Tractor with Attachments. Multiple vendors were contacted and after a careful review and evaluation by the Review Committee (Ben Dow, Tom Ganje, and Alex Nelson) it was determined that leveraging a purchasing consortium would offer the best value and efficiency for this acquisition. Additionally, the Review Committee evaluated the proposals to ensure they met the required specifications. The Street Department opted to utilize the Sourcewell Purchasing Agency's contract, numbered 093021-ELG, which fully complies with the City of Fargo's purchasing guidelines and provides a competitive and cost-effective solution for this purchase.

The Finance Department has approved the proposed purchase. For your reference and consideration, a proposal synopsis is attached. It is the committee's recommendation to proceed with the purchase from Swanston Equipment of Fargo through the Sourcewell Buying Contract. Funding for this acquisition is included in the 2025 Street Department budget.

We recommend the purchase of one (1) new Articulating Sidewalk Tractor with Attachments through Sourcewell, totaling \$207,675.51. In addition, we recommend securing a 5-year/5,000-hour powertrain warranty for the equipment in the amount of \$6,753.00 at the time of purchase.

SUGGESTED MOTION:

Approve the purchase of one (1) Articulating Sidewalk Tractor with Attachments and Warranty through Swanston Equipment, utilizing Sourcewell contract 093021-ELG, for a total purchase price \$214,428.51, with a secured 5-year lease at the time of purchase.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



www.kineticlease.com

PHONE 701.476.0221
800.558.7337
FAX 701.476.0277

2575 41st Street South
Suite 1 PO Box 9785
Fargo, ND 58106-9785

April 8, 2025

City of Fargo
Attn: Tim Mahoney
402 23rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement on the 2025 Trackless M7 Tractor

Dear Mr. Mahoney:

Please find enclosed the following documentation for the financing of the equipment referenced above:

- Invoice for the documentation fee and the first payment
 - Please send a check in the amount of \$75,341.00 with the documents. This payment will be applied to invoice #322204. The next payment will be due April 15, 2026
- Lease with Option to Purchase Agreement No. CIT8102-144
 - Exhibit A - Equipment Description
 - Exhibit B - Rental Payments
 - Exhibit C - Certificate of Acceptance
 - Exhibit D - Resolution
- Certificate of Incumbency
- Insurance Coverage Information - *Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.*
- 8038-G - *We will take care of filing this form with the IRS. Please sign originals where indicated in blue ink.*

Please sign all documents where indicated and send to my attention along with your check in the amount of \$75,341.00. Upon receipt of these signed documents Kinetic Leasing, Inc. will be able to pay the appropriate vendor(s) in a prompt manner.

I can be reached at 800-558-7337, if you have any questions pertaining to the documentation.

Sincerely,

Ryan Oas
Equipment Financing Specialist

INVOICE

2575 41st St S Ste 1
PO Box 9785
Fargo, ND 58106-9785
800.558.7337

Page No. 1
INVOICE NO. 322204
Customer # FARG

INVOICE DATE 4/08/25 **DUE DATE** 4/15/25

INVOICE TO:

City of Fargo
ATTN: Tanner Smedhammer
402 23rd St N
Fargo, ND 58102

REMIT TO:

Kinetic Leasing, Inc.
P.O. Box 9785
Fargo, ND 58106

AGREEMENT #	DESCRIPTION	FROM	THROUGH	AMOUNT
Lease # CIT8102-144	2025 Trackless M7 Tractor			
	Lease Payment	4/15/25	4/14/26	74,991.00
	Documentation Fee	4/15/25	5/14/25	350.00
PLEASE RETURN DUPLICATE WITH PAYMENT. TERMS: NET CASH ON DUE DATE PURSUANT TO AGREEMENT, LATE CHARGES MAY APPLY FOR PAYMENTS NOT PAID WHEN DUE. PLEASE REFER TO OUR INVOICE NO. ON YOUR REMITTANCE				
Invoice Subtotal				75,341.00
Sales Tax				.00
PAY THIS AMOUNT				75,341.00

LEASE WITH OPTION TO PURCHASE AGREEMENT No. CIT8102-144

Between

KINETIC LEASING, INC.

As Lessor

and

CITY OF FARGO

As Lessee

Dated as of the 8th day of April, 2025

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 8th day of April, 2025 ("Lease"), by and between KINETIC LEASING, INC., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 2575 41st St. S., Ste. 1, Fargo, North Dakota 58104; and City of Fargo a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 402 23rd St N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1 in every year and ends on the following December 31.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Fargo to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's,

supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

- (a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Fargo.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any

applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor

assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.
- (v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

- (i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.
- (ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: KINETIC LEASING, INC.

Signature: _____

Title: _____

Date: April 8, 2025

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor

Date: April 8, 2025



ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor



EXHIBIT A

EQUIPMENT

Lessee: City of Fargo

Date of Lease: April 8, 2025

Lease #: CIT8102-144

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 402 23rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
		VENDOR: Swanston Equipment Corporation
1	MT7-2387	2025 Trackless M7 Tractor

Description of Financed Amount:

Cost of above Equipment	\$214,428.51
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (Specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade-In, (1994 Volvo WG64 Rear Packer)	\$N/A
Net Financed Amount:	\$214,428.51

EXHIBIT B
SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo

Date of Lease: April 8, 2025

Lease #: CIT8102-144

BASE RENTAL PAYMENTS

Base Rental Payment Date	Base Rental Payment Amount	Interest Portion	Principal Portion	Termination Value
04/15/2025	\$74,991.00	\$229.57	\$74,761.43	\$140,245.39
04/15/2026	\$74,991.00	\$6,822.39	\$68,168.61	\$71,697.24
04/15/2027	\$74,991.00	\$3,492.53	\$71,498.47	\$0.00

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Fargo (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated April 8, 2025 (Lease), by and between Lessee and Kinetic Leasing, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of (the State) insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions. Such functions are: Street Maintenance

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: April 8, 2025

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor



ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor



EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT No. CIT8102-144

BE IT RESOLVED by the governing body of City of Fargo (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement #CIT8102-144 dated as of April 8, 2025 (the Lease), with Kinetic Leasing, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor



ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor



DATED AS OF APRIL 8, 2025

Steve Sprague / City Auditor

INSURANCE COVERAGE REQUIREMENT

Your lease with KINETIC LEASING, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

<u>INSURANCE AGENT DATA:</u>	
NAME OF INSURANCE AGENT: _____	
ADDRESS: _____	
PHONE #: _____	CONTACT PERSON: _____
FAX #: _____	EMAIL ADDRESS: _____

Named Insured / Lessee:
Equipment Lease No.:

City of Fargo
 CIT8102-144

Coverage:
 All Risk Personal Property and/or
 EDP, if applicable

Certificate Holders:
Lender's Loss Payee(s) As Their Interests
May Appear:

Kinetic Leasing, Inc., and its assigns
 2575 41st Street S, Suite 1
 Fargo, ND 58104

Coverage:
 General Liability

Certificate Holders:
Additional Insured:

Kinetic Leasing, Inc., and its assigns
 2575 41st Street S, Suite 1
 Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to Kinetic Leasing, Inc. at the address above, or email to insurance@kineticlease.com or fax it to us at 701-476-0277.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE AND SCHEDULE NUMBER ON THE CERTIFICATE.

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.**Part I Reporting Authority**If Amended Return, check here ► ☐

1 Issuer's name City of Fargo		2 Issuer's employer identification number (EIN) 45-6005069	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 2083	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Fargo, ND 58107		7 Date of issue 04/08/2025	
8 Name of issue CIT8102-144		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Tim Mahoney / Mayor		10b Telephone number of officer or other employee shown on 10a 701-241-1303	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► 2025 Trackless M7 Tractor	18	214,428	51
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/15/2025	\$ 214,428.51	\$ N/AP	3 years	4.885 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	N/AP
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/AP
25 Proceeds used for credit enhancement	25	N/AP
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/AP
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/AP
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/AP
29 Total (add lines 24 through 28)	29	N/AP
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	N/AP	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/AP	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	N/AP	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	N/AP	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/AP
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/AP
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) N/AP		
c	Enter the name of the GIC provider ► N/AP		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/AP
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) N/AP		
c	Enter the EIN of the issuer of the master pool bond ► N/AP		
d	Enter the name of the issuer of the master pool bond ► N/AP		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► N/AP		
c	Type of hedge ► N/AP		
d	Term of hedge ► N/AP		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement	N/AP	
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) N/AP		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ **Tim Mahoney / Mayor**
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			