

FARGO CITY COMMISSION AGENDA
Monday, April 29, 2024 - 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, April 15, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Tax Increment Note and Certificate of Completion with J-Street Properties, LLC.
- 2. Agreement for Special Improvements with Dakota Commerce Center 5 LLC (Improvement District No. BN-23-F1).
- 3. Direct the City Attorney to make the necessary changes to the Fargo Municipal Code 25-1509.1 to allow an event vendor to supply their own alcoholic beverage vessel.
- 4. Receive and file the Summons and Complaint relating to 501 Main Ave DevCorp, LLC v. City of Fargo.
- 5. Receive and file an Ordinance Amending Section 25-1504.1 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 6. Site Authorizations for Games of Chance:
 - a. American Gold Gymnastics, Inc. at The Box.
 - b. Fargo Angels Hockey Club at Double Down Bar Grill Casino.
 - c. Fargo Youth Hockey Association at Buffalo Wild Wings-19th.
 - d. Fargo Youth Hockey Association at Buffalo Wild Wings-42nd.
 - e. Metro Sports Foundation at Mexican Village.
 - f. Metro Sports Foundation at Brewtus Clubhouse.
 - g. Prairie Public Broadcasting, Inc. at Bison Turf.
 - h. Prairie Public Broadcasting, Inc. at Dempsey's.
 - i. Prairie Public Broadcasting, Inc. at Pepper's.
 - j. Prairie Public Broadcasting, Inc. at Slammer's Sports Bar.
 - k. Prairie Public Broadcasting, Inc. at Tailgator's.
 - l. Red River Human Service Foundation at Sickies on 45th.
 - m. Red River Human Service Foundation at The Northern.
 - n. Team Makers Club, Inc. at Frank's Lounge.
 - o. Team Makers Club, Inc. at King Pinz.
 - p. Team Makers Club, Inc. at Lucky's 13 Pub.
 - q. Team Makers Club, Inc. at Sanford Heath Athletic Complex-Scheel's Arena (SHAC).

7. Applications for Games of Chance:
 - a. Bethlehem Lutheran Church for a raffle on 5/29/24.
 - b. Fargo All Stars Family for a raffle on 5/17/24.
 - c. Fargo Youth Baseball for a raffle board on 5/4/24.
 - d. FM Derby Girls for a calendar raffle on 5/18, 6/8, 8/3, 8/24 and 9/28/24.
 - e. Rebuilding Together Fargo-Moorhead Area for a raffle board on 5/9/24.
8. Right of Way Use Agreement with Oak Grove Lutheran School and Olaf Anderson Construction, Inc. for property located at 124 North Terrace North.
9. Farm Lease with Aaron Brakke d/b/a Aaron Brakke Farms for property located at 6851 45th Street South.
10. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Forum Communications Company (Project No. SN-24-A1).
11. Bid advertisement for Project No. UR-24-H.
12. Contract and bond for Project No. SR-24-A1.
13. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with Peter M. Stollenwerk and Lorraine R. Stollenwerk, and MIS LLC (Improvement District No. SR-24-B1).
14. Change Order No. 3 in the amount of \$115,097.57 for Improvement District No. BN-23-C1.
15. Capital Improvement Plan Revision for Improvement District No. BR-23-G1.
16. Bid award to Border States Paving, Inc. in the amount of \$2,913,976.48 for Improvement District No. PR-24-G1.
17. Bid award to Master Construction Company, Inc. in the amount of \$1,871,362.80 for Improvement District No. BR-24-F1.
18. Create Improvement District No. AN-24-B (Alley Paving).
19. Contract and bond for Improvement District No. BN-23-E.
20. Contract and bond for Improvement District No. BN-24-A.
21. Items from the FAHR Staff meeting:
 - a. General Fund Budget to Actual through 3/31/24.
 - b. General Fund - 2024 Year End Projections.
 - c. Grant Award/Budget Adjustment in the amount of \$376,000.00 for the Ryan White Part B Program with a budget adjustment in the amount of \$76,000.00.
22. Notice of Grant Award Amendment from the ND Department of Health and Human Services for detection and mitigation of COVID-19 in homeless shelters (CFDA #93.323).
23. Resolution approving Plat of Edition Fourth Addition.
24. Resolution approving Plat of Laverne's Fifth Addition.
25. Receive and file Bias Motivation and Hate Crime 1st Quarter Report.

26. Landscape Maintenance Services Agreement with JT Lawn Services (RFP24140).
27. Piggyback purchase through the State of North Dakota contract with Nelson International for one 2025 International HV613 SBA Water Filtration Sludge truck chassis (PBC24196).
28. Amendment No. 1 with KLJ, Inc. in the amount of \$9,988.78 for the MATBUS Transit Reorganization Study.
29. Change Order No. 1 with Phoenix Fabricators and Erectors, LLC in the amount of \$61,877.55 for Project No. WA1910.
30. Bid advertisement for Project No. WA2451.
31. Bid Award to Park Construction Company in the amount of \$3,720,432.80 for Project No. WW1707.
32. Bills.

REGULAR AGENDA:

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

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

34. **PUBLIC HEARING** – Application for a Class “C” Alcoholic Beverage License for AKC Hoff Co. LLC d/b/a Good Times on NP to be located at 623 NP Avenue.
35. **PUBLIC HEARING** – Erskine’s Addition (1002 and 1008 10th Street South); approval recommended by the Planning Commission on 4/2/24:
 - a. Zoning change from MR-2, Multi-Dwelling Residential and SR-3, Single-Dwelling Residential to P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
36. **PUBLIC HEARING** - Application filed by NEX Senior, LLC for a Payment in Lieu of Tax Exemption (PILOT) to be located at 1728 42nd Street South which the applicant will use primarily for 40 units of affordable senior housing.
37. Recommendation to adopt a Resolution and Memorandum of Understanding with the Fargo Housing and Redevelopment Authority to provide TIF funds for the Lashkowitz Housing Project.
38. Update on the NP Parking Garage Project.
 - a. Receive and file the Revised Inter-Fund Loan Policy.
 - b. Receive and file an Ordinance Amending Section 4-0402 of Article 4-04 of Chapter 4 of the Fargo Municipal Code Relating to Authorizing the City Commission to Approve Program of Interfund Loans.
39. Update on the Overnight Winter Weather Initiative at the Engagement Center.

40. Recommendation to adopt a Resolution Adopting Governance Policies of the Board of City Commissioners.
 - a. Potential options for reviewing the City's Boards, Commissions and Committees.
41. Recommendation for appointments to the Library Board.
42. Liaison Commissioner Assignment Updates.

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

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



City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

A handwritten signature in blue ink, appearing to be "JG", located to the right of the "FROM:" line.

DATE: April 24, 2024

SUBJECT: Completion Documents for the J-Street project

A small handwritten mark in blue ink, possibly a checkmark or a stylized "1", located to the right of the "SUBJECT:" line.

The developer of the J-Street project has completed the project and complied with the terms of the amended developer agreement. The City has inspected the project and documented all of the costs eligible for Tax Increment Financing.

Attached for your approval are the Certificate of Completion, the Tax Increment Note and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Certificate of Completion and the Tax Increment Note.

TAX INCREMENT NOTE

No. R-1

\$1,380,437.80

DATE: May 1, 2024

FIRST TAX YEAR: 2024

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY

CITY OF FARGO

TAX INCREMENT REVENUE NOTE OF 2024
(TAX INCREMENT DISTRICT 2021-04 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, a North Dakota municipal corporation (the "City"), certifies that it is indebted and for value received promises to pay to **J-Street Properties, LLC, a North Dakota limited liability company** (the "Developer"), or the registered assign, the principal sum of **One Million Three Hundred Eighty Thousand Four Hundred Thirty-seven and 80/100 Dollars (\$1,380,437.80)**, an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of **Three and One-half Percent (3.5%) per annum**, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of March 22, 2022 (as the same has been amended from time to time, including the first and second amendment thereto, the "Developer Agreement"), by and between the City and J-Street Properties, LLC, a North Dakota limited liability company, the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by J-Street Properties, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. The principal of and interest on the Tax Increment Note shall in the aggregate be payable on or before May 15th following calendar year 2024, which is deemed herein to be the first (1st) Tax Year, and on or before May 15th of each year thereafter until the

Maturity Date, said May 15th dates being referred to herein as “Payment Date” or collectively as the “Payment Dates”.

Payment Amounts. The first payment on the Tax Increment Note, to become due and payable on or before the first Payment Date, shall be limited to all the Available Tax Increments received by the City on the Project prior to the actual date of payment. For all payments after said first payment on the Tax Increment Note, subject to the schedule set forth in subparagraphs (1) through (4) below, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year’s payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date. All such payments made on the Tax Increment Note shall be from the Developer’s Taxes. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest.

(1) Third (3rd) Tax Year (2026) Payment Amount. As provided in the Developer Agreement, the Available Tax Increments for the 3rd through 6th tax years, the payment on this Note shall be the Available Tax Increments for said tax years, less one-fourth (1/4th) of the Total NP Avenue Improvements Project Cost, as defined in the Developer Agreement and described more fully below, said cost being the sum of Three Hundred Forty-seven Thousand, Five Hundred Eighty-seven and 04/100 Dollars (\$347,587.04), plus the interest accrued on said cost from and after the date of this Note at the same rate of interest as described above. Therefore, for the 3rd tax year, said year being the year 2026, the taxes for which are due and payable in the year 2027, the City shall be entitled to retain from the Developer Tax Increments the sum of \$86,896.76, said sum being one-fourth of the Total NP Avenue Improvements Project Cost, plus interest accrued on the Total NP Avenue Improvements Project Cost from and after the date of this Note at the aforesaid 3-1/2% rate.

(2) Fourth (4th) Tax Year (2027) Payment Amount. For the 4th tax year, said year being the year 2027, the taxes for which are due and payable in the year 2028, the City shall be entitled to retain from the Developer Tax Increments the sum of \$86,896.76, said sum being one-fourth of the Total NP Avenue Improvements Project Cost, plus interest accrued on the Total NP Avenue Improvements Project Cost from and after the payment made for the prior tax year.

(3) Fifth (5th) Tax Year (2028) Payment Amount. For the 5th tax year, said year being the year 2028, the taxes for which are due and payable in the year 2029, the City shall be entitled to retain from the Developer Tax Increments the sum of \$86,896.76, said sum being one-fourth of the Total NP Avenue Improvements Project Cost, plus interest

accrued on the Total NP Avenue Improvements Project Cost from and after the payment made for the prior tax year.

(4) Sixth (6th) Tax Year (2029) Payment Amount. For the 6th tax year, said year being the year 2029, the taxes for which are due and payable in the year 2030, the City shall be entitled to retain from the Developer Tax Increments the remaining balance due on the Total NP Avenue Improvements Project Cost, plus interest accrued on the Total NP Avenue Improvements Project Cost from and after the payment made for the prior tax year and upon such retention by the City, the City will have been fully paid and reimbursed for the principal and interest for the Total NP Avenue Improvements Project Cost.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Available Tax Increments" means the Developer Tax Increments (a) minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby; and, (b) minus the City's Annual NP Avenue Project Payments for Tax Years three, four, five and six.

Said administration expenses include, as provided in the Developer Agreement, an annual administrative fee equal to five percent (5%) of the annual increment received from the County Auditor, to be retained by the City prior to remittance to developer of said increment as payment of the Tax Increment Note.

City's Annual NP Avenue Project Payments. The "City's Annual NP Avenue Project Payments" are described in the Developer Agreement, as amended, as follows:

To the extent that certain public improvements to a portion of NP Avenue lying generally south of the Development Project being contemplated by the parties is undertaken, constructed and installed by the City, then the total costs borne by the City (*roughly estimated currently at \$275,000*), to be referred to in this Agreement to be the "Total NP Avenue Improvements Project Cost", shall be repaid to, and recouped by, the City along with interest thereon at a rate of Three and One-half Percent (3-1/2%) per annum, simple interest, from the Tax Increment in four payments as follows: Commencing with the third Tax Year, the City shall be entitled to retain twenty-five percent (25%) of the principle of

the Total NP Avenue Improvements Project Cost plus interest thereon at said 3-1/2% rate, with the City retaining an additional 25% from the Tax Increment generated in each of the following three Tax Years thereafter, plus accrued interest, with any remaining amount of principal and interest becoming due and payable from the Tax Increment for the sixth Tax Year and, therefore, as a result, the Available Tax Increments shall not be reduced by any principle or interest of the NP Avenue Improvements Project Cost in the first or second Tax Year, and that once the City has been paid in full as to the NP Avenue Improvements Project Costs, all otherwise Available Tax Increments shall be provided in full to the Developer. The said annual principal payment with said accrued interest for Tax Years three, four, five and six, shall be referred to as the "City's Annual NP Avenue Project Payments".

Since the Developer Agreement was entered into, the actual costs of the NP Avenue Improvement Project have become known and, therefore, the "Total NP Avenue Improvements Project Cost" has been determined to be the sum of Three Hundred Forty-seven Thousand, Five Hundred Eighty-seven and 04/100ths Dollars (\$347,587.04).

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments derived from Developer's Taxes."

"Tax Increments" are defined in the Developer Agreement as follows:

"Tax Increments' means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law."

The Cass County Commission did not approve the County's participation in the J-Street Project, said non-participation decision being authorized by N.D.C.C. §40-05-24, said decision therefore resulting in a lesser sum of tax increment each year being received and retained by the City.

In addition, "Developer's Taxes" are defined in the Developer Agreement as follows:

"Developer's Taxes' means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the fifteenth (15th) Tax Year and earlier Tax Years. Taxes for the fourteenth (14th) year following the first Tax Year, or for any subsequent year, are not included as Developer's Taxes."

In addition, "Tax Year" is defined in the Developer Agreement as follows:

"Tax Year" is one of a maximum of fifteen (15) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the successive fourteen (14) consecutive calendar years being the second (2nd) through fifteenth (15th) Tax Years.

In addition, "Maturity Date" is defined in the Developer Agreement as follows:

"**Maturity Date**" means the date that is three (3) years from the Payment Date for the fifteenth (15th) Tax Year.

In addition, Section 3.6 of the Developer Agreement provides as follows:

"The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of **\$1,380,437.80** (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2021-04, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2021-04 Fund (J-Street Project) of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2021-04 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the

principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of J-Street Properties, LLC, by reorganization, merger or acquisition, (2) a member of J-Street Properties, LLC, (3) to a lender of J-Street Properties, LLC, as collateral for financing as permitted by the Developer Agreement, (4) a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to J-Street Properties, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than **J-Street Properties, LLC**. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and

have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of _____, 2024.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy Mahoney, M.D., its Mayor

ATTEST:

Steven Sprague, City Auditor

(SEAL)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF
REGISTRATION

REGISTERED OWNER

SIGNATURE OF
AUTHORITY'S
REPRESENTATIVE

J-Street Properties, LLC

_____, 20____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and **J-Street Properties, LLC**, a North Dakota limited liability company (the "Developer") have entered into an agreement dated as of March 22, 2022, as subsequently amended; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

CITY OF FARGO, NORTH DAKOTA

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

Attest:

Steven Sprague, City Auditor

**PRIVATE PLACEMENT
MEMORANDUM**

Relating to

CITY OF FARGO, NORTH DAKOTA

**\$1,380,437.80 Tax Increment Revenue Note of 2024
(J-Street Redevelopment Project—Tax Increment District 2021-04)**

Dated: May 1, 2024

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the \$1,380,437.80 Tax Increment Revenue Note of 2024 (J-Street Redevelopment Project) (the "Note") issued by the City of Fargo, a North Dakota municipal corporation (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a Developer Agreement dated as of March 22, 2022 (the "Developer Agreement"), by and between the City and J-Street Properties, LLC, a North Dakota limited liability company (the "Developer"). The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District 2021-04 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

"Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City whatsoever."

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Available Tax Increments" means the Developer Tax Increments (a) minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in

establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby; and, (b) minus the City's Annual NP Avenue Project Payments for Tax Years three, four, five and six.

City's Annual NP Avenue Project Payments. The "City's Annual NP Avenue Project Payments" are described in the Developer Agreement, as amended, as follows:

To the extent that certain public improvements to a portion of NP Avenue lying generally south of the Development Project being contemplated by the parties is undertaken, constructed and installed by the City, then the total costs borne by the City (*roughly estimated currently at \$275,000*), to be referred to in this Agreement to be the "Total NP Avenue Improvements Project Cost", shall be repaid to, and recouped by, the City along with interest thereon at a rate of Three and One-half Percent (3-1/2%) per annum, simple interest, from the Tax Increment in four payments as follows: Commencing with the third Tax Year, the City shall be entitled to retain twenty-five percent (25%) of the principle of the Total NP Avenue Improvements Project Cost plus interest thereon at said 3-1/2% rate, with the City retaining an additional 25% from the Tax Increment generated in each of the following three Tax Years thereafter, plus accrued interest, with any remaining amount of principal and interest becoming due and payable from the Tax Increment for the sixth Tax Year and, therefore, as a result, the Available Tax Increments shall not be reduced by any principle or interest of the NP Avenue Improvements Project Cost in the first or second Tax Year, and that once the City has been paid in full as to the NP Avenue Improvements Project Costs, all otherwise Available Tax Increments shall be provided in full to the Developer. The said annual principal payment with said accrued interest for Tax Years three, four, five and six, shall be referred to as the "City's Annual NP Avenue Project Payments".

Since the Developer Agreement was entered into, the actual costs of the NP Avenue Improvement Project have become known and, therefore, the "Total NP Avenue Improvements Project Cost" has been determined to be the sum of Three Hundred Forty-seven Thousand, Five Hundred Eighty-seven and 04/100ths Dollars (\$347,587.04).

Subordinate Use of Tax Increments. Section 3.6 of the Developer Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

Section 3.6. Use of Tax Increments.

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority: to make payments on the Tax Increment Note; and, after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for

other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor's Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

- (a) **Incomplete Completion of the Improvements.** The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.
- (b) **Damage or Destruction.** If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.
- (c) **Change in Use to Tax-Exempt.** The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
- (d) **Depreciation.** The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

- (e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
- (f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.
- (g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.
- (h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.
- (i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention or disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

RECEIPT AND ACKNOWLEDGEMENT
PRIVATE PLACEMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum delivered to the undersigned dated the ____ day of _____, 2024.

DATED: _____

J-Street Properties, LLC

By _____
Kevin J. Bartram, President

2

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements – Dakota Commerce Center 5, LLC

DATE: April 22, 2024

Dakota Commerce Center 5 LLC has requested municipal improvements in Dakota Commerce Center North Addition. Attached is the Agreement for Special Improvements relating to improvement district #BN-23-F1. Dakota Commerce Center 5, LLC has executed this agreement and provided the necessary Letter of Credit.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Dakota Commerce Center 5, LLC for municipal improvements in Dakota Commerce Center North Addition, Improvement District #BN-23-F1.

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 19 day of April 2024, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY," and Dakota Commerce Center 5 LLC, hereinafter "DEVELOPER."

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Asphalt Pavement, and Incidentals hereinafter "Utilities", serving Lots 5, 6, and 7, Block 1, in Dakota Commerce Center North Addition, hereinafter "Development";

WHEREAS, CITY has approved the installation of Utilities in the Development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Number BN-23-F1 hereinafter "SID #BN-23-F1", for the purpose of constructing said Utilities; and

WHEREAS, a promise to pay backed by suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said Utilities; and,

WHEREAS, DEVELOPER has agreed to pay said special assessments and to provide security therefor.

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

1. CITY agrees to create SID #BN-23-F1 for purpose of constructing Utilities in the Development, to finance the Utilities through its municipal bonding authority, and to levy special assessments against the Development for the payment of the bonds sold to finance the Utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the Utilities, DEVELOPER agrees to furnish to CITY a letter of credit in an amount equal to Two Million One Hundred Thousand Dollars (\$2,100,000.00); such letter of credit to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of DEVELOPER'S obligations under this Agreement. The form and sufficiency of the letter of credit which is furnished to CITY shall be subject to the approval of CITY, and CITY may, in its reasonable discretion, accept or reject the form of letter of credit which is offered by DEVELOPER.

3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the Utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said Utilities (as reasonably determined by CITY) or \$1,000, whichever is greater. The parties

hereto understand and agree that CITY has incurred substantial administrative, engineering, and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this agreement in the amount of such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to keep all property taxes current and to pay on or before October 15th of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the Development. It is understood and agreed that a transfer of any of the lots in the Development from DEVELOPER to third parties shall be subject to the obligation of such third parties to assume and timely make such payments. A transfer of a lot in the Development shall relieve DEVELOPER of its obligation to make the annual installments of special assessments for such lot provided that any purchaser from DEVELOPER agrees to assume such obligations in writing for the benefit of CITY. Thereafter, the CITY shall have its customary recourse against any such purchaser for a failure to timely make payments of property taxes and installments of special assessments.

5. The letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the letter of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER fails to pay on or before October 15th of each year, annual installments of special assessments and any accrued penalties on any lots in the Development owned by DEVELOPER, as provided in paragraph 4 above, CITY may draw on the letter of credit which has been furnished to CITY in the amount of such unpaid installments and apply said funds to pay the delinquent installments of special assessments and accrued penalties thereon. Any amount remaining after payment of the delinquent installments of special assessments may, in the discretion of CITY, be retained for future use as security and subsequently be applied toward future installments of special assessments that are not paid when they become due as set forth in this Agreement. CITY agrees that it shall not draw upon the letter of credit without first giving DEVELOPER ten (10) days' written notice of its intent to do so and permitting DEVELOPER to then pay such delinquent installments and penalties to avoid a draw on the letter of credit, said notice being deemed to be delivered when it is addressed to the DEVELOPER and is deposited in the regular U.S. Mail system, with a concurrent notice sent by email to DEVELOPER at paul@hyde-dev.com.

7. In the event that DEVELOPER fails to pay on or before October 15th of each year, annual installments of special assessments as provided in paragraph 4 and 6 above, and if the amount of the letter of credit which has been furnished to CITY is not sufficient to pay the amount of the delinquent installments and penalties thereon, CITY shall have a cause of action against DEVELOPER for the delinquent installments and penalties thereon.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of Utilities in the Development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon the improvement of a lot located in the Development, or upon the sale of an unimproved lot in the Development to a third-party that assumes in writing for the benefit of the CITY the obligation to timely pay installments of special assessments and property taxes, the amount of the letter of credit shall be reduced by one-third (1/3) for each improved lot or sold lot. It is specifically understood and agreed that "improvement" or "improved" means issuance of a permit for construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the Development. Upon the improvement or sale of all lots in the Development, or upon payment of the entire balance of special assessments levied the Development, whether certified for collection or not, CITY shall return to DEVELOPER the letter of credit which may then be cancelled by DEVELOPER.

9. In addition to the reduction of the amount of the letter of credit described in paragraph 8 above, the letter of credit provided in this Agreement may also be reduced once the balance of uncertified special assessments for all unimproved lots owned by DEVELOPER in the Development is less than the total amount of security provided, in which case the security may be reduced to an amount equal to the uncertified special assessment of all unimproved lots owned by DEVELOPER.

10. In the event of expiration of the letter of credit upon written notice as provided in paragraph 5 of this Agreement, if at that time any lots in the Development are not improved or have not been sold, or if all special assessments owing on lots owned by DEVELOPER are not paid, all as set forth above, then, and in that event, CITY may draw upon the letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said lots which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots owned by DEVELOPER in the development, or selectively to any particular lot or lots. If the amount of cash available from the letter of credit is not sufficient to pay all special assessments on all unimproved lots owned by DEVELOPER in the Development, CITY shall have a cause of action against DEVELOPER for the deficiency, all as provided in paragraph 7 hereof.

11. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

12. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the Development shall be made expressly subject to the assumption in writing by purchaser for the benefit of CITY of

Execution Version

the obligations to timely pay all installments of special assessments and property taxes for such purchased lots. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Execution Version

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

DAKOTA COMMERCE CENTER 5 LLC

By _____
Paul Hyde, President

U:\Auditors\SSprague\WP\specials agreement Hyde Development proj BN-23-F1.doc

**AUDITOR'S OFFICE**Fargo City Hall
225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

www.FargoND.gov**MEMORANDUM**

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: DCP Event License Modification

DATE: April 24, 2024

The Downtown Community Partnership requested the Liquor Control Board consider modifications to section 25-1509.1 to allow event vendors the ability to supply their own alcoholic beverage vessels, allowing them to use a vendor branded cup or can.

The Liquor Control Board voted to request the City Commission to direct the City Attorney to modify the ordinance for the upcoming season as a pilot or test basis. If this change is deemed positive, a permanent change can be made to the ordinance.

Recommended Motion:

Move to direct the City Attorney to make the necessary changes to Fargo Municipal Code 25-1509.1 allowing an event vendor to supply their own alcoholic beverage vessel.

25-1509.1. Restrictions on sale or consumption in a public place.

- A. No owner, manager or person having control of any public place shall serve, permit to be served, or permit any person to drink alcoholic beverages in such place, unless such place has been duly issued an on-sale or other appropriate license under this chapter.
- B. No person shall mix, prepare, serve or consume alcoholic beverages in any public place unless such place has been duly issued an on-sale or other appropriate license under this chapter.
- C. The area set aside and specifically designated on the Fargodome parking lot by North Dakota State University and specifically excepted from the definition of "public place" shall nonetheless conform to and abide by all of the other relevant provisions of this chapter. Minors shall not be allowed to possess or consume alcoholic beverages. Minors shall not be allowed in the area set aside and specifically designated unless accompanied by a parent or guardian. There shall be adequate security provided, to the satisfaction of the chief of police, or his designee, and North Dakota State University shall allow inspection by the Fargo Police Department and any other city officials.
- D. With respect to persons who are in possession of alcoholic beverages contained within, and may consume such beverages from, a clearly identifiable event cup and who are wearing a clearly identifiable wrist band, the DCP-E event space set aside and specifically designated in a Class "DCP-E" license, as provided by section 25-1506(CC), is specifically excepted from the definition of "public place" during the time said "DCP-E" license is in effect. Except as set forth herein, all persons shall nonetheless conform to and abide by all of the other relevant provisions of this chapter. Minors shall not be allowed to possess or consume alcoholic beverages.

Source: 3019 (1999), 4412 (2004), 5149 (2018).

Recommended Change

- D. With respect to persons who are in possession of alcoholic beverages contained within, and may consume such beverages from, an event vendor ~~a clearly identifiable event cup~~ and who are wearing a clearly identifiable event wrist band, the DCP-E event space set aside and specifically designated in a Class "DCP-E" license, as provided by section 25-1506(CC), is specifically excepted from the definition of "public place" during the time said "DCP-E" license is in effect. Except as set forth herein, all persons shall nonetheless conform to and abide by all of the other relevant provisions of this chapter. Minors shall not be allowed to possess or consume alcoholic beverages.
-

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

4

April 25, 2024

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

RE: 501 Main Ave DevCorp, LLC v. City of Fargo


Dear Mayor and Commissioners,

Please find attached for receive and file a Summons and Complaint relating to the 501 Main Ave DevCorp, LLC v. City of Fargo litigation matter.

SUGGESTED MOTION: I move to receive and file the Summons and Complaint relating to the 501 Main Ave DevCorp, LLC v. City of Fargo litigation matter.

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

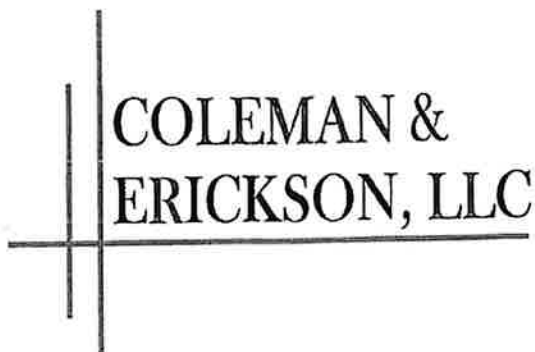
Sincerely,


Nancy J. Morris

NJM/lmw

Enclosures

JEFFREY W. COLEMAN, PE***†
DONALD G. CLAPP
LARS C. ERICKSON*
MICHAEL P. KATZ
DEVIN J. MURPHY†
OLIVER J. MURPHY
STEPHEN F. BUTERIN†***



10400 VIKING DRIVE
SUITE 110
EDEN PRAIRIE, MN 55344
(612) 877-8200 MAIN
(612) 877-8201 FAX

† ALSO ADMITTED IN WISCONSIN
* ALSO ADMITTED IN NORTH DAKOTA
** ALSO ADMITTED IN IOWA
*** ALSO ADMITTED IN MISSOURI

Direct Dial: 612-877-8210
Email: jwc@jwcolaw.com

April 16, 2024

City of Fargo
Attn: Dr. Timothy J. Mahoney, Mayor
225 4th Street North
Fargo, ND 58102

Via Personal Service

Re: 501 Main Ave DevCorp, LLC V. City of Fargo
Our File No.: 1729.001

Dear Dr. Mahoney:

Enclosed herein and personally served upon the City of Fargo in the above-referenced matter, please find the following:

1. Summons;
2. Complaint; and
3. Exhibit A.

Sincerely,

COLEMAN & ERICKSON, LLC



Jeffrey W. Coleman

JWC:llf

enclosures

STATE OF NORTH DAKOTA

DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL DISTRICT

501 Main Ave DevCorp, LLC,

Plaintiff,

SUMMONS

v.

Case No. _____

City of Fargo,

Defendant.

TO: THE ABOVE-NAMED DEFENDANT

- [1] **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.
- [2] **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:
- COLEMAN & ERICKSON, LLC
10400 Viking Drive, Suite 110
Eden Prairie, MN 55443
- [3] **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
- [4] **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

COLEMAN & ERICKSON, LLC

Dated: April 16, 2024

By: 

Jeffrey W. Coleman, #07676

10400 Viking Drive

Suite 110

Eden Prairie, MN 55344

612-977-8200

jwc@jwcolaw.com

*Attorneys for Plaintiff 501 Main Ave
DevCorp, LLC*

STATE OF NORTH DAKOTA

DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL DISTRICT

501 Main Ave DevCorp, LLC,

Plaintiff,

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

v.

Case No. _____

City of Fargo,

Defendant.

NOW COMES Plaintiff 501 Main Ave DevCorp, LLC, ("501 Main"), and for its cause of action against the Defendant City of Fargo, states and alleges:

PARTIES

- [1] Plaintiff 501 Main is a North Dakota limited liability company with its principle place of business located at 323 DeMers Avenue, 2nd Floor, Grand Forks, North Dakota.
- [2] Defendant City of Fargo is a North Dakota municipal corporation with its principle place of business located at 225 Fourth Street North, Fargo, North Dakota.

JURISDICTION AND VENUE

- [3] Pursuant to N.D.C.C. 27-05-06 subject matter jurisdiction in North Dakota District Court is proper.
- [4] North Dakota District Court has personal jurisdiction because Plaintiff 501 Main is a North Dakota limited liability company with its principle place of business located at 323 DeMers Avenue, 2nd Floor, Grand Forks, North Dakota, and Defendant City of Fargo is a North Dakota municipal corporation with its principle place of business located at 225 Fourth Street North, Fargo, North Dakota.

- [5] Venue in Cass County District Court is proper because the real property giving rise to this lawsuit is located in Cass County and Defendant City of Fargo is located in Cass County.

FACTS

- [6] Upon information and belief, pursuant to N.D.C.C 40-63-03, City of Fargo designated portions of the City of Fargo as a Renaissance Zone and created and implemented development plans known as Fargo Renaissance Zone Development Plan. The land within the Renaissance Zone is known as the Renaissance Zone Boundary.
- [7] Upon information and belief, pursuant to N.D.C.C 40-63-02, City of Fargo created and designated the Renaissance Zone Authority (the "Authority") to implement the Fargo Renaissance Zone Development Plan for property within the Renaissance Zone Boundary.
- [8] On or about December 27, 2022, 501 Main and City of Fargo executed an Agreement for Sale of Real Property and Assignment of Easement, attached hereto as Exhibit A (the "Agreement").
- [9] Under the terms of the Agreement, City of Fargo agreed to sell a tract of land within the Renaissance Zone Boundary to 501 Main, the legal description of which is identified in Exhibit A of the Agreement (the "Subject Property"). The purchase price for the land was \$505,000 (the "Purchase Price").
- [10] Under the terms of the Agreement, in addition to the Purchase Price, 501 Main agreed to develop the Subject Property pursuant to construction plans (the "Plans") that would meet or exceed the minimum improvement requirements set forth in the Agreement.

- [11] Under the terms of the Agreement, so long as the Plans met the minimum improvement requirements, City of Fargo agreed it could not unreasonably withhold approval of the Plans.
- [12] To develop the Plans and meet all of its obligations under the Agreement before the Agreement could close, 501 Main necessarily incurred development and design related costs.
- [13] To develop the Plans and meet all of its obligations under the Agreement before the Agreement could close, 501 Main necessarily incurred costs for permanent site improvements to the Subject Property.
- [14] Under the terms of the Agreement, 501 Main and City of Fargo agreed to close the Agreement on or before June 30, 2023.
- [15] On or about April 26, 2023, during a duly authorized meeting of the Authority, 501 Main presented its Plans to the Authority. Following its review during the meeting, the Authority agreed the Plans met or exceeded the minimum improvement standards under the Agreement and formally approved the Plans.
- [16] Following the Authority's approval of the Plans, and before the scheduled closing on June 30, 2023, 501 Main continued to work and communicate with City of Fargo concerning the approved Plans. During this time, the actions, statements and representations of City of Fargo induced 501 Main to believe the Agreement would close on June 30, 2023 and that City of Fargo approved the Plans, causing 501 Main to continue incurring development and design related costs necessary to implement the Plans and meet all of its obligations under the Agreement in order to close the Agreement.

- [17] As required under the Agreement, Main notified City of Fargo of its intention to close the Agreement.
- [18] 501 Main met all obligations it was required to meet under the Agreement to close the Agreement on or before June 30, 2023.
- [19] On or about June 29, 2023, the day before scheduled closing of the Agreement, City of Fargo notified 501 Main it no longer intended to close the Agreement and unilaterally canceled the Agreement.
- [20] In addition to the expenses 501 Main incurred to implement the Plans, construct permanent site improvements, and meet all of its obligations under the Agreement in order to close the Agreement, because City of Fargo canceled the Agreement, 501 Main incurred future losses in the nature of lost design fees, lost development fees, and lost profits. The total of 501 Main's damages caused by City of Fargo's acts and failures to act exceeds \$50,000.00.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT

- [21] 501 Main realleges and incorporates all preceding paragraphs of this Complaint as if fully stated herein.
- [22] Under the terms of the Agreement, City of Fargo approved the Plans when the Authority approved the Plans on April 26, 2023.
- [23] Under the terms of the Agreement, once the Authority approved the Plans, City of Fargo had no legal authority under the Agreement, or otherwise, to unilaterally cancel closing the Agreement or cancel the Agreement.
- [24] City of Fargo breached the Agreement by unreasonably withholding approval of the plans, unilaterally canceling closing the Agreement, and canceling the Agreement

- [25] City of Fargo's breach of the Agreement has caused 501 Main to incur past and future damages, including loss of profits, in an amount exceeding \$50,000.00.

SECOND CAUSE OF ACTION – UNJUST ENRICHMENT

- [26] 501 Main realleges and incorporates all preceding paragraphs of this Complaint as if fully stated herein.
- [27] Following execution of the Agreement, 501 Main proceeded to develop the Plans and meet all of its obligations under the Agreement, and to do so, 501 Main necessarily incurred costs for permanent site improvements to the Subject Property, thereby enriching City of Fargo as owner of the Subject Property.
- [28] By failing to close the Agreement, City of Fargo retained ownership of the Subject Property, including all improvements 501 Main developed, constructed and/or installed thereon, without compensation to 501 Main, thereby enriching City of Fargo and impoverishing 501 Main.
- [29] After City of Fargo, through the Authority, approved the Plans on April 26, 2023, City of Fargo's refusal to honor the Agreement and close the Agreement on June 30, 2023 was without justification.
- [30] City of Fargo knew that its June 29, 2023 notice to 501 Main refusing to honor the Agreement and close the Agreement on June 30, 2023 would enrich City of Fargo and impoverish 501 Main.
- [31] 501 Main is without an adequate remedy at law for City of Fargo's unjust enrichment as the Agreement does not specifically address 501 Main's remedies under circumstances when the Agreement does not close.

[32] City of Fargo is unjustly enriched through its refusal to honor the Agreement and close the Agreement on June 30, 2023, and 501 Main is entitled to damages from City of Fargo to cure the unjust enrichment in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, 501 Main prays for judgment in its favor and awarding 501 Main its damages described herein, together with any recoverable interest, attorneys' fees, costs and disbursements, and any other relief the court deems just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury of all triable issues pursuant to Rule 38 of the North Dakota Rules of Civil Procedure.

COLEMAN & ERICKSON, LLC

Dated: April 16, 2024

By: 

Jeffrey W. Coleman, #07676

10400 Viking Drive

Suite 110

Eden Prairie, MN 55344

612-977-8200

jwc@jwcolaw.com

*Attorneys for Plaintiff 501 Main Ave DevCorp,
LLC*

AGREEMENT FOR SALE OF REAL PROPERTY AND ASSIGNMENT OF EASEMENT

CITY OF FARGO/501 MAIN AVE DEVCORP, LLC

THIS PURCHASE AND DEVELOPMENT AGREEMENT ("Agreement") is made as of Dec. 27, 2022 between City of Fargo, a North Dakota municipal corporation, 225 Fourth Street North, Fargo, North Dakota 58102 ("SELLER"), and the 501 Main Ave DevCorp, LLC, a North Dakota limited liability company, ("BUYER") whose address is 323 DeMers Avenue, 2nd Floor, Grand Forks, North Dakota 58201. SELLER and BUYER may also be referred to herein as "party" or together as "parties".

RECITALS:

WHEREAS, SELLER publicly solicited proposals for purchase and development of the subject property, said solicitation including certain minimum conditions to be included in an acceptable proposal, BUYER has submitted its proposal which has been approved by SELLER; and,

WHEREAS, the parties wish to memorialize the terms for the purchase of the subject property by BUYER by this written Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sale of Property and Assignment of Easement. SELLER agrees to sell to BUYER, and BUYER agrees to buy from SELLER, that certain real property situated in the County of Cass and State of North Dakota, the legal description for which is attached hereto as **EXHIBIT "A"**, (the "Subject Property") said conveyance to BUYER to include any interest SELLER has, if any, in any improvements and fixtures located on the SUBJECT PROPERTY (collectively, the "Improvements"); subject to any easements and rights benefiting or appurtenant to the SUBJECT PROPERTY ("Intangible Property") and subject to an option to repurchase the Subject Property that has been reserved by, or granted to, the SELLER, as described more fully below. In addition, SELLER also agrees to assign to BUYER, and BUYER agrees to accept said assignment, of that certain non-exclusive easement granted to SELLER by the Burlington Northern and Santa Fe Railway Company ("BNSF") for purposes of the maintenance, repair and use of a certain existing parking area, said parking area upon and across that certain real property also situated in the County of Cass and State of North Dakota, the legal description for which is attached hereto as **EXHIBIT "B"** (the "Easement Property"), said easement dated January 17, 2001, and recorded at the Office of the Recorder, County of Cass and State of North Dakota the 8th day of March, 2001, as Document Number 976088 (the "Easement").
2. Purchase Price and Manner of Payment. BUYER shall pay SELLER the sum of FIVE HUNDRED FIVE THOUSAND and no/100 DOLLARS (\$505,000.00), which amount shall be

referred to herein as the "PURCHASE PRICE". The PURCHASE PRICE shall be payable as follows:

a. The PURCHASE PRICE shall be paid by wire transfer of immediately available United States funds, to be received by SELLER from the Title Company on the Closing Date pursuant to written wiring instructions to be delivered by SELLER to the Title Company prior to the Closing Date.

3. Construction Commencement Deadline--Option to Repurchase. BUYER shall grant to SELLER the option to repurchase the Subject Property the terms of which will provide for the following:

a. Prior to commencement of construction, BUYER must submit to SELLER the BUYER's plans for construction of the project consistent with BUYER's approved proposal, said plans to include the following minimum improvements:

- (1) Construction of a building of at least four stories in height.
- (2) Commercial or offices on the first floor.
- (3) Floors above the first floor may be offices or housing.
- (4) The project exterior design intent as reviewed and approved by the Fargo City Commission for Renaissance Zone at its May 3, 2021 meeting, or as amended.

So long as BUYER's submitted plans for construction meet the above-described minimum improvement standards, SELLER may not unreasonably withhold such approval. The mayor of the City of Fargo (SELLER) is authorized to grant such approval on behalf of SELLER.

b. BUYER shall commence construction of the approved project on or before July 31, 2023, said date to be referred to herein as the "Construction Commencement Deadline". Commencement of construction shall be deemed to have occurred when (1) BUYER, or BUYER's authorized contractor, has obtained a building permit for commencement of excavation of the project and (2) excavation has actually been commenced on said project.

c. SELLER shall have the option to purchase the Subject Property for the same Purchase Price originally paid by BUYER to SELLER, as defined herein, in the event that commencement of construction has not occurred on or before the Construction Commencement Deadline, all in accordance with an Option to Purchase instrument form substantially in conformance with Exhibit "D", hereto.

4. Additional Terms. SELLER also agrees to the following additional terms as part of this Agreement, said additional terms to survive the closing of this transaction:

a. Access for Egress onto Broadway. SELLER agrees that BUYER may install a curb cut along Broadway for the purpose of permitting vehicular egress from the Subject Property onto Broadway, said installation shall be at the sole expense of BUYER and the location of which curb-cut shall be within the area described on the attached Exhibit "E" and Exhibit "F". Said access shall be for permitting egress-only access onto Broadway from the Easement Property and the Subject Property.

b. Main Avenue Mid-block Cross-walk. SELLER agrees to install, at SELLER's sole cost and expense, a mid-block cross-walk connecting the Subject Property to the parking garage structure located opposite to the Subject Property on the south side of Main Avenue, said cross-walk to include the following features and as described in Study included as Exhibit "G":

(1) the cross-walk shall be signed and pavement marked in accordance with FHWA's Manual on Uniform Traffic Control Devices, current edition, to alert pedestrians and vehicular traffic of the existence of the cross-walk in accordance therewith;

(2) Reserved.

(3) the City of Fargo Engineering Department shall determine 'No Parking' zones along the curb on either side of Main Avenue near the cross-walk and appropriate signage shall be installed by SELLER accordingly;

(4) The cross-walk will remain in place for a period of at least fifteen (15) years, said period commencing the later of (a) the date of the issuance of a Certificate of Occupancy for the building at 501 Main Avenue or (b) January 1, 2025. However, in the event that City determines a public need for a change in location or design of the cross-walk, which public need may include, without limitation, a change in street configuration (i.e. widening or alteration of curb location) or other public or traffic safety reasons then the City may do so (at city expense).

(6) The City will install the cross-walk within 12 months of the BUYER obtaining a building permit for the development.

(7) SELLER, by request for comments submitted by the City of Fargo Department of Engineering to the ND Department of Transportation, which request included the cross-walk design exhibit, attached as Exhibit "I", has received affirmation from the ND Department of Transportation, that it has no comments to the request and, therefore, the City will proceed with the process of installation as described in the Memo from the Fargo City Engineer, attached as Exhibit "H".

c. City Reimbursement of Certain Costs. City will be responsible (1) for the reasonable costs incurred with Apex Engineering for the platting of the development project land, including the SUBJECT PROPERTY, and (2) for the reasonable costs incurred with Transportation Collaborative Consultants, LLC (TC2), in the sum of \$3,200 for consulting services in connection with the study for the safe crossing cross-walk and with SRF Consulting as a consultant to TC2 in the sum of \$4,500 for engineered drawings pertaining to said study. The City will either make arrangements for direct payment to said firms for said costs or reimburse Developer for some or all of such costs, as may be appropriate.

5. Title. The BUYER wishes to take title to the Subject Property and to take receipt of the assignment of the Easement as follows:

501 Main Ave DevCorp, LLC, a North Dakota limited liability company

Conveyance of the SUBJECT PROPERTY shall be by limited warranty deed in the usual form used in North Dakota.

6. Title Examination. Title Examination will be conducted as follows:

a. Title Abstract — Attorney Examination. SELLER will provide BUYER with an updated Title Abstract for BUYER's attorney's examination.

b. Abstract of Title and Survey and Assurance of Title. The BUYER shall be responsible for performing any and all title and survey examination or due diligence that BUYER deems appropriate, at BUYER's sole cost and expense.

(1) The Title Abstract must show good and marketable title in SELLER. Any mortgages must be satisfied by SELLER or the SUBJECT PROPERTY released from the mortgage or mortgages prior to or at Closing.

(2) Liens and Encumbrances. The SUBJECT PROPERTY shall be conveyed to BUYER free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

c. BUYER's Objections. Within 14 days after delivery to BUYER of said updated abstract, if any, or, in the case of the delivery of multiple abstracts, within 14 days of the delivery of the last abstract being delivered to BUYER, including any abstract that must be created at the request of BUYER at BUYER's sole expense, BUYER may make written objections to any matters shown thereon (the "Objections"). BUYER's failure to make Objections within such time period will constitute waiver of Objections. SELLER shall have the right, but not the obligation, to cure any of the Objections within 30 days after receipt of the Objections, during which period the Closing will be postponed if necessary. If SELLER is unable to cure any Objections within said 30-day period, or if SELLER gives BUYER written notice at any time during said 30-day period stating that SELLER declines to attempt to cure any of the

Objections, then BUYER will have the option, within five business days after the earlier of (a) the expiration of said 30-day period or (b) receiving said written notice from SELLER (the "Title Contingency Termination Date"), as the case may be, to do either of the following, as its sole right and remedy:

- (1) Terminate this Agreement; or
- (2) Waive the Objections and proceed to close.

7. Closing. Unless a title defect is identified that is unable to be cured within such time, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur on or before the 30th day of June, 2023 (the "Closing Date") but no earlier than January 1, 2023. Buyer will notify Seller of intention to close with ten (10) business days lead time.

a. SELLER's Closing Documents. On the Closing Date, SELLER shall execute and/or deliver to the Title Company the following (collectively, "SELLER's Closing Documents"):

- (1) One limited warranty deed from SELLER to BUYER conveying the SUBJECT PROPERTY, subject to the reservation of Interests as described herein.
- (2) One assignment from SELLER to BUYER of the Easement, defined herein, transferring and quitclaiming any interest, if any, that SELLER has in said Easement and in the Easement Property to BUYER, subject to the reservation of interests as described herein.
- (3) One Option Agreement granting SELLER the option to repurchase, as described herein.
- (4) SELLER's Affidavit. An Affidavit of SELLER in the form of Exhibit "C" attached hereto and made a part hereto.
- (5) FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.
- (6) Lien Releases. Lien releases, affidavits and other documents satisfactory to the Title Company and counsel for BUYER in connection with unfiled mechanics' liens for any work completed or materials furnished at or about Property prior to Closing.
- (7) SELLER Representation Certificate. A certificate of SELLER confirming and restating as of the Closing Date all of SELLER's Representations contained in this Agreement are true and correct. The Buyer may also record this Sales Agreement at closing.

(8) any other documents or instruments as may be required by other provisions of this Agreement or reasonably required by the Title Company to effectuate the Closing.

b. BUYER Closing Documents. The BUYER will deliver to SELLER at the Closing:

(1) the PURCHASE PRICE, together with applicable closing costs attributable to BUYER;

(2) any other items required by this Agreement or reasonably required by the closing company for the Closing.

c. Closing Costs and Prorations.

(1) Closing Costs. The BUYER and SELLER will each be responsible for its respective legal, accounting and other expenses. The SELLER will be responsible for the preparation of the deed and of the assignment of the Easement and any recording fees of instruments necessary to cure any defect in title. The BUYER will be responsible for the recording fees of the deed, the assignment of the Easement, of any purchase money or other mortgage pertaining to BUYER's financing of the acquisition, of title examination costs and title insurance premiums. The BUYER and SELLER will each be responsible in one-half of the closing fee imposed by the Title Company in connection with this transaction.

(2) Taxes and Assessments. SELLER shall be responsible for payment of real estate taxes and installments of special assessments for the year 2022 and prior years. The real estate taxes and installments of special assessments for the year 2023, payable in 2024, shall be prorated to the date of Closing. Real estate taxes and installments of special assessments for the year following Closing and for all subsequent years shall be the responsibility of BUYER.

(3) Title Abstract costs, Attorney's Title Opinion fees and Escrow Fee—Surveying Cost. SELLER shall pay the cost of updating any Title Abstract. BUYER shall pay for any title endorsements requested by BUYER. SELLER and BUYER shall each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company. Surveying work performed by BUYER's surveyor shall be performed at BUYER's sole expense.

(4) Recording Costs. BUYER shall pay the cost of recording the deed, the Easement, and Option to Repurchase and all other documents, if any, recorded pursuant to the terms of this Agreement. SELLER shall pay the cost of recording any satisfactions or releases of mortgages.

(5) Attorneys' Fees. Each of the parties will pay its own attorneys' fees.

(6) Consultant Fees/Costs. Certain consultant fees and costs as described in subparagraph c of paragraph 4 ("Additional Terms") may be paid to consultants or reimbursed to BUYER, as the case may be, by SELLER at Closing.

8. Contingencies. The obligations of BUYER under this Agreement are contingent upon each of the following (each called a "Contingency," and collectively called the "Contingencies"):

a. Title. The abstract of title or other evidence of title must show good and marketable title in SELLER. Any mortgages must be satisfied by SELLER prior to or at Closing.

b. Closing by both Sellers. The obligations of BUYER under this Agreement are contingent upon LAKE AGASSIZ REGIONAL DEVELOPMENT CORPORATION satisfying its obligations under a separate Purchase Agreement between BUYER and LAKE AGASSIZ REGIONAL DEVELOPMENT CORPORATION

c. Financing. BUYER shall have received approval for financing of the BUYER's intended project on terms acceptable to BUYER at BUYER'S sole discretion.

d. Renaissance Zone Approval. BUYER shall have received approval in such form as acceptable to BUYER that BUYER's intended project will receive Renaissance Zone benefits as the same are described in N.D.C.C. Chapter 40-63.

9. Representations and Warranties by SELLER: SELLER has the requisite power and authority to enter into and perform this Agreement and SELLER's closing documents signed by it; such documents have been duly authorized by all necessary corporate action on the part of SELLER and have been duly executed and delivered; such execution, delivery and performance by SELLER of such documents does not conflict with or result in a violation of said SELLER's Articles of Incorporation or Bylaws, or any judgment, order, or decree of any court or arbiter to which SELLER is a party; such documents are valid and binding obligations of SELLER, and are enforceable in accordance with their terms.

10. Representations, Warranties and Covenant by BUYER.

a. Authority. BUYER represents and warrants to SELLER that BUYER has the requisite power and authority to enter into and perform this Agreement and those BUYER's Closing Documents signed by it; such documents have been duly authorized by all necessary action on the part of BUYER and have been duly executed and delivered; such execution, delivery and performance by BUYER of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which BUYER is a party; such documents are valid and binding obligations of BUYER, and are enforceable in accordance with their terms.

b. Public Assistance. SELLER covenants and agrees that, with the exception of Renaissance Zone benefits proscribed by N.D.C.C. Ch. 40-63, BUYER will not request or apply for the approval of public assistance from the City of Fargo in any form including, without limitation, tax increment financing benefits under N.D.C.C. Ch. 40-58 or payment-in-lieu-of-tax benefits under N.D.C.C. Ch. 40-57.1. This covenant shall survive the closing of this transaction.

11. **"Limited Warranty Deed".** Conveyances by limited warranty deed, shall convey after-acquired title of the grantor thereof and, except as to installments of real estate taxes and special assessments not yet due and payable and reservations, easements, covenants, conditions, restrictions and the like of record, if any, at the time of the conveyance, stating that: (i) the grantor in such instrument has not done or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, is or may be encumbered in any manner; and (ii) the grantor in such instrument will warrant the title to the above-described property against all persons claiming any interest from or through said grantor as a result of any such act or thing, but not otherwise.
12. **"AS IS" Sale.** Except as otherwise expressly set forth in this Agreement, neither SELLER nor its officers, employees, agents, representatives, attorneys or contractors (collectively, the "SELLER Parties") have made any representations, guaranties, promises, statements, assurances or warranties, express or implied, to BUYER including, without limitation, any pertaining to the suitability of the SUBJECT PROPERTY for any purpose, the profitability of owning or operating the SUBJECT PROPERTY, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the SUBJECT PROPERTY for BUYER's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the condition of title thereto, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the SUBJECT PROPERTY, or as to any other past, present or future matter whatsoever. BUYER acknowledges and agrees that with the aid of independent expert advice it has satisfied itself regarding the condition of the SUBJECT PROPERTY, and that the SUBJECT PROPERTY will be purchased "AS IS AND WITH ALL FAULTS." BUYER further acknowledges that it is not relying on any representations, guaranties, promises, statements, assurances or warranties, express or implied, by SELLER or anyone acting or claiming to act on SELLER's behalf concerning the SUBJECT PROPERTY or the transaction contemplated hereunder, and that BUYER is instead relying solely on its own inspections and investigations and the advice of its own advisors. BUYER shall assume the responsibility and risk of all defects to and conditions of the SUBJECT PROPERTY, including such defects and conditions, if any, that cannot be observed by casual inspection. SELLER and BUYER acknowledge and agree that this disclaimer has been specifically negotiated, and that the SUBJECT PROPERTY will be sold in its then-present condition. Except to the extent of any express representations contained in this Agreement, BUYER hereby releases the SELLER Parties from any and all amounts, actions, demands, claims, costs, expenses, damages and

liabilities (including, without limitation, attorneys' fees and costs) (collectively, the "Liabilities") relating to or arising from the condition or status of, or any other matter in any way pertaining to, the SUBJECT PROPERTY.

The provisions of this Section shall survive the execution and delivery of the limited warranty deed and the closing of the transactions contemplated hereby.


13. Captions. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
14. Entire Agreement; Modification. This Agreement constitutes the complete agreement between the parties regarding the subject matter hereof, and supersedes any prior oral or written agreements between the parties regarding the SUBJECT PROPERTY.. There are no verbal agreements that change this Agreement or the Escrow Agreement, and no waiver of any of their respective terms will be effective, unless in a writing executed by the parties.
15. Assignment. BUYER may not assign its rights under this Agreement without the prior written consent of SELLER.
16. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns, subject to the restrictions set forth in following paragraph (entitled "Controlling Law") of this Agreement.
17. Controlling Law. This Agreement has been made under the laws of the State in which the SUBJECT PROPERTY is located and such laws will control its interpretation.
18. Confidentiality and Publicity. The parties recognize that this Agreement is subject to the requirements of North Dakota open records law (N.D.C.C. Chapter 44-04).
19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, SELLER and BUYER have caused this Agreement to be executed and delivered as of the date and year first above written.

[Remainder of page intentionally left blank]

501 MAIN AVE DEVCORP, LLC,
a North Dakota limited liability company

By: 
Sanford Hoff, Chief Executive Officer and President

ATTEST: 
Alex Bushey, Director of Development, F.I. Salter

STATE OF MINNESOTA)

) ss.

COUNTY OF ST. LOUIS)

On this 20th day of December, 2022, before me, a notary public within and for said county and state, personally appeared SANFORD HOFF and ALEX BUSHEY, the President and Chief Executive Officer of 501 MAIN AVE DEVCORP, LLC, a North Dakota limited liability company and the Director of Development, F.I. Salter, respectively, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that the company executed the same.




Notary Public
County: St. Louis State: Minnesota

Signature Page – Buyer

EXHIBIT A

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

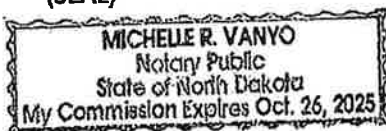

Steven Sprague, City Auditor

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

On this 27 day of December, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.


Notary Public
Cass County, ND

(SEAL)



Signature page - City of Fargo

EXHIBIT A

EXHIBIT "A"

Legal Description of Subject Property

(See attached)

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the True Point of Beginning; thence South 89° 38' 42" East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the True Point of Beginning.

EXHIBIT A

EXHIBIT "B"

Legal Description of Easement Property

(See attached)

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the True Point of Beginning; thence North 04° 17' 22" West, 35.12 feet; thence South 89° 38' 42" East, 262.14 feet; thence South 00° 20' 45" West, 35.00 feet; thence North 89° 38' 42" West, 259.30 feet to the True Point of Beginning.

EXHIBIT A

EXHIBIT "C"
Form of Affidavit of Seller

(See attached)

EXHIBIT A

AFFIDAVIT

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

_____ being first duly sworn, on oath says that:

1. He/she is the _____ for the City of Fargo, a North Dakota municipal corporation ("Company").
2. There have been no:
 - a. Bankruptcy proceedings involving the Company or dissolution proceeding involving the Company during the time the Company had any interest in the premises described in the above document ("Land");
 - b. Tax liens filed against the Company;
 - c. Unsatisfied judgments of record against the Company, nor any actions pending in any courts, which affect the Land.
3. Any bankruptcy proceedings or dissolution proceedings of record against entities with the same or similar names, during the time period in which the Company had any interest in the Land, are not against the Company.
4. Any judgments or tax liens of record against entities with the same or similar names are not against the Company.
5. There has been no labor or materials furnished to the Land in the past 180 days at the request of the Company, except as follows: None
6. To the best knowledge of the undersigned there are no unrecorded contracts, leases, easements or other agreements or interest relating to the Land. Furthermore, none of the parties stated herein, if any, holds a right of first refusal, option or other right to purchase the Land.
7. To the best knowledge of the undersigned there are no persons in possession of any portion of the Land other than pursuant to a recorded document except as stated herein.
8. There are no encroachments or boundary line questions affecting the Land of which the undersigned has knowledge.
9. To the best knowledge of the undersigned there are no defects, liens, encumbrances, adverse claims or other matters first appearing in the public records or attaching subsequent to the effective search date of the commitment of title insurance for the Land but prior to the date and time the proposed insured acquires for value of record the estate or interest covered by the commitment for the Land. The undersigned indemnifies and holds harmless The Title Company and Old Republic by reason of any inaccuracy of this statement. Affiant knows the

EXHIBIT A

matters herein stated are true and makes this Affidavit for the purpose of inducing The Title Company as agent for Old Republic to issue its policy of title insurance to

City of Fargo,
a North Dakota municipal corporation

Subscribed and sworn to before me
this__ day _____, 20__.

Signature of Notary Public or Other Official
Notarial Stamp or Seal (or other Title or
Rank)

Drafted by:
The Title Company
35 4th St. N., Suite 102
Fargo, North Dakota

EXHIBIT A

EXHIBIT "D"
OPTION TO PURCHASE
See attached.

EXHIBIT A

OPTION TO PURCHASE

THIS OPTION TO PURCHASE ("Option Agreement") is made as of _____, 2023 between 501 Main Ave DevCorp, LLC, a North Dakota limited liability company, ("GRANTOR") whose address is 323 DeMers Avenue, 2nd Floor Grand Forks, North Dakota 58201, and City of Fargo, a North Dakota municipal corporation, 225 Fourth Street North, Fargo, North Dakota 58102 ("GRANTEE"). GRANTOR and GRANTEE may also be referred to herein as "party" or together as "parties".

RECITALS:

WHEREAS, this Option to Purchase was part of a Purchase and Development Agreement (the "Agreement"), the effective date of which was the ____ day of _____, 2022, between GRANTOR and GRANTEE in which the subject property, described below, was sold and conveyed by GRANTEE subject to certain conditions being met which, if not met, would provide the GRANTEE with this option to purchase back the Subject Property; and,

WHEREAS, the parties are desirous of setting forth the terms of said purchase option;

NOW, THEREFORE, it is hereby stipulated and agreed:

1. **Grant of Option.** In consideration of the sum of one dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys unto GRANTEE:

A. The option to purchase that certain real property situate in the County of Cass and State of North Dakota legally described as:

[Legal description attached hereto as Appendix "A"]

the "Subject Property"; and,

B. The option to acquire, by assignment of easement, the non-exclusive easement granted by the Burlington Northern and Santa Fe Railway Company ("BNSF") for purposes of the maintenance, repair and use of a certain existing parking area, said parking area upon and across that certain real property also situate in the County of Cass and State of North Dakota, the legal description for

EXHIBIT A

which is attached hereto as **Appendix "B"** (the "Easement Property"), said easement dated January 17, 2001, and recorded at the Office of the Recorder, County of Cass and State of North Dakota the 8th day of March, 2001, as Document Number 976088 (the "Easement").

2. **Exercise of Option – Notice.** GRANTEE shall be authorized to exercise said option in the event that on or before May 31, 2023 (the "Performance Deadline"), GRANTOR has failed or refused to meet both of the following conditions:

A. GRANTOR must submit to GRANTEE the GRANTOR's plans for construction of the project that is the subject of the Purchase Agreement, to include certain minimum improvements described in the Purchase Agreement, and GRANTOR must have received the written approval of the GRANTEE.

B. GRANTOR must have commenced construction of the said approved project, said commencement having been deemed to occur when (1) BUYER, or BUYER's authorized contractor, has obtained a building permit for commencement of excavation of the project and (2) excavation has actually been commenced on said project.

Such notice option must be exercised in writing with closing to occur within 90 days of such notice date.

Upon the failure or refusal of GRANTOR to meet both of said conditions by said Performance Deadline, GRANTEE shall have the right to exercise its option to purchase the Subject Property and to receive and accept the transfer and assignment of the Easement from GRANTOR by delivery to GRANTOR of written notice, delivered to GRANTOR on or before **December 31, 2023**.

3. **Purchase Price.** In the event GRANTEE exercises its option, as provided herein, GRANTEE shall pay to GRANTOR the sum of **FIVE HUNDRED FIVE THOUSAND and no/100 DOLLARS (\$505,000.00)**, which amount shall be referred to herein as the "Purchase Price". The Purchase Price shall be payable as follows:

a. The PURCHASE PRICE shall be paid by wire transfer of immediately available United States funds, to be received by SELLER from the Title Company on the Closing Date pursuant to written wiring instructions to be delivered by SELLER to the Title Company prior to the Closing Date.

4. **Title.** If title to the property is unmarketable, GRANTOR shall have a period of 90 days in which to correct the title and make it marketable.

5. **Terms of Sale and Closing.** Upon the exercise of the option by GRANTEE, the closing shall occur within 90 days of the notice unless such time shall be extended by the mutual consent of the parties or to allow title defects to be cured as provided in the preceding paragraph. At the closing, GRANTOR shall deliver to GRANTEE a limited warranty deed free and clear of

all encumbrances, other easements of record, restrictive covenants, and mineral grants and reservations of record, if any, except those of record at the time GRANTOR received title to the Subject Property, and in addition to said deed GRANTOR shall deliver to GRANTEE an assignment of the Easement and GRANTEE shall pay to GRANTOR the balance of the purchase price after receiving all due credits for pro-rated taxes and special assessments and any other credit due to GRANTOR.

6. **Closing Costs.** It is specifically acknowledged and agreed that GRANTOR shall pay the following costs connected with closing of this transaction should this option be exercised:

- a. The preparation of the limited warranty deed and the assignment of easement; and,
- b. The recordation of any instruments required to clear title including but not limited to satisfactions of all prior liens and real estate to be paid upon the purchase price of the property.

7. **Taxes and Special Assessments.** Real estate taxes and installments for special assessments for the year prior to the year of closing and all prior years shall be paid by GRANTOR. For the year in which the closing occurs, real estate taxes and installments of special assessments shall be pro rated to the date of closing. In all events GRANTEE, if Option is exercised, shall pay the real estate taxes and installments of special assessments for the year subsequent to the year of closing.

8. **"Limited Warranty Deed".** Conveyances by limited warranty deed, shall convey after-acquired title of the grantor thereof and, except as to installments of real estate taxes and special assessments not yet due and payable and reservations, easements, covenants, conditions, restrictions and the like of record, if any, at the time of the conveyance, stating that: (i) the grantor in such instrument has not done or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, is or may be encumbered in any manner; and (ii) the grantor in such instrument will warrant the title

to the above-described property against all persons claiming any interest from or through said grantor as a result of any such act or thing, but not otherwise.

9. **Possession.** Possession shall be delivered to GRANTEE on the date of closing.

10. **Amendment.** No amendment or modification of this agreement, including extension of the time for the exercise of any option granted hereunder shall be effective unless reduced to writing and subscribed by each of the parties hereto.

11. **Binding Effect.** This shall inure to and be binding upon the parties hereto, their respective heirs, administrators, executors' personal representatives' successors and assigns. GRANTEE has the right to assign this purchase option.

12. **Recording of Option Right of GRANTEE.** GRANTEE shall be authorized to record with the Office of the Recorder, County of Cass, State of North Dakota this purchase option.

IN WITNESS WHEREOF, the parties hereto, have signed this purchase option this _____ day of _____, 2023.

[[Remainder of Page Blank – Execution Pages to Follow]]

GRANTOR:
501 MAIN AVE DEVCORP, LLC,
a North Dakota limited liability company

By: _____
Sanford Hoff

Its: President and Chief Executive Officer

ATTEST:

Alex Bushey, Director of Development, F.I. Salter

STATE OF MINNESOTA)

) ss.

COUNTY OF ST. LOUIS)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared SANFORD HOFF and ALEX BUSHEY, the President and Chief Executive Officer of 501 MAIN AVE DEVCORP, LLC, a North Dakota limited liability company and the Director of Development at F.I. Salter, respectively, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that the company executed the same.

(SEAL)

Notary Public

County: _____

State: _____

Execution Page - Grantor

EXHIBIT A

GRANTEE:

CITY OF FARGO,
a North Dakota Municipal Corporation

(SEAL)

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

ATTEST:

By _____
Steven Sprague, City Auditor

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

The foregoing instrument was acknowledged before me this ____ day of _____,
20 __, by Timothy Mahoney, M.D., and Steven Sprague, the Mayor and City Auditor,
respectively, of the City of Fargo, North Dakota, on behalf of said City.

Notary Public

Legal description obtained from previously recorded instrument.

This document drafted by:

Erik R. Johnson
Assistant City Attorney-Fargo
608 24th Ave S.
Fargo, ND 58103
(701) 371-6850
ejohnson@lawfargo.com

APPENDIX "A"
TO PURCHASE OPTION

Legal Description of Subject Property

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the True Point of Beginning; thence South 89° 38' 42" East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the True Point of Beginning.

EXHIBIT A

APPENDIX "B"
TO PURCHASE OPTION

Legal Description of Easement Property

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the True Point of Beginning; thence North 04° 17' 22" West, 35.12 feet; thence South 89° 38' 42" East, 262.14 feet; thence South 00° 20' 45" West, 35.00 feet; thence North 89° 38' 42" West, 259.30 feet to the True Point of Beginning.

EXHIBIT A

EXHIBIT "E"

DESCRIPTION OF AREA—ACCESS FOR EGRESS ONTO BROADWAY

See attached.

EXHIBIT A

EXHIBIT "E"**LEGAL DESCRIPTION:**

A parcel of unplatted land located in the North 1/2 of Section 7, Township 139 North, Range 48 West of the 5TH Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 7; thence South 01 degree 59 minutes 49 seconds East along the west line of said Northeast 1/4, a distance of 40.00 feet; thence North 87 degrees 45 minutes 53 seconds East, a distance of 35.60 feet to the Northwest Corner of Block A4 of NORTHERN PACIFIC SECOND ADDITION, found in the Recorder's Office of said Cass County, and the easterly right of way line of Broadway North, as dedicated on said plat; thence South 02 degrees 14 minutes 07 seconds East along said easterly right of way line of Broadway North, a distance of 382.72 feet to the northwest corner of a Parking Easement, Document Number 976088, found in the Recorder's Office of said Cass County; thence continuing South 02 degrees 14 minutes 07 seconds East along the westerly line of said Parking Easement, a distance of 8.64 feet to the Point of Beginning of the parcel to be described; thence continuing South 02 degrees 14 minutes 07 seconds East along the westerly line of said Parking Easement, a distance of 26.49 feet to the southwest corner of said Parking Easement and the northeast corner of a Quitclaim Deed, Document Number 1021925, found in the Recorder's Office of said Cass County; thence North 87 degrees 31 minutes 01 second West along the north line of said Quitclaim Deed, a distance of 75.76 feet to the northwest corner of said Quitclaim Deed; thence continuing North 87 degrees 31 minutes 01 second West a distance of 12.16 feet; thence North 04 degrees 11 minutes 10 seconds East a distance of 26.48 feet to a point that is lying 23.50 feet southerly of the centerline of the Eastbound Main Line Track of BNSF Railroad; thence South 87 degrees 28 minutes 12 seconds East along a line that is 23.50 feet southerly and parallel with said centerline of Eastbound Main Line Track, a distance of 84.96 feet to the Point of Beginning.

Said Exhibit contains 2285 square feet of land, more or less, and is subject to existing easements of record.

SURVEYOR'S CERTIFICATION

I, Boyd D. Erbele, a Registered Professional Land Surveyor in the State of North Dakota do hereby certify that the survey plat shown hereon was made by me or under my direct supervision from a survey and that the computed lines as shown are true and correct to the best of my knowledge and belief.



Boyd D. Erbele
Boyd D. Erbele, N.D. LS-7986

5-18-2022
Date

Apex
Engineering Group

EXHIBIT "E"
UNPLATTED PARCEL N1/2,
SEC. 7, T139N, R48W,
FARGO, NORTH DAKOTA

Apex Project # 21-503-0080
Date: 5/18/2022
Drawn By: Boyd E
Checked By: Boyd E
Approved By: Boyd E

11/15/2021 10:10:00 PM - 2021 Map Area Surveys/Drawings/00 - BNSF Eastbound Main Line Track Easement L-40-01-000000-5-18-2022.dwg

EXHIBIT A

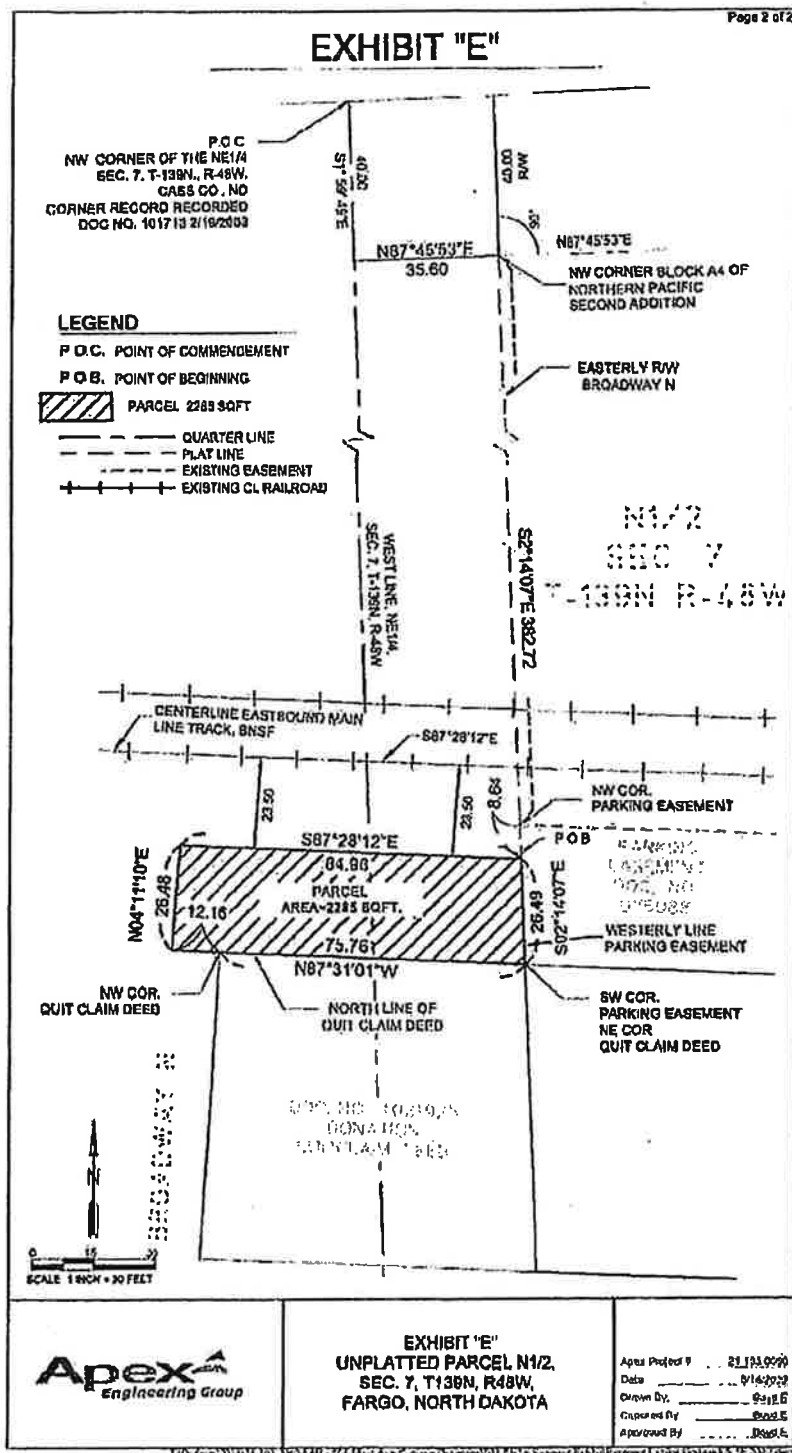


EXHIBIT A

EXHIBIT "F"

DESCRIPTION OF AREA—ACCESS FOR EGRESS ONTO BROADWAY



Page 1 of 2	
EXHIBIT "F"	
LEGAL DESCRIPTION:	
<p>A parcel of land, over, under and across, a portion of Quitclaim Deed Donation, Document Number 1021925, found in the Recorder's Office of Cass County, said Quitclaim Deed is located in the North 1/2 of Section 7, Township 139 North, Range 48 West of the 5TH Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:</p> <p>Commencing at the northwest corner of the Northeast 1/4 of said Section 7; thence South 01 degree 59 minutes 49 seconds East along the west line of said Northeast 1/4, a distance of 40.00 feet; thence North 87 degrees 45 minutes 53 seconds East, a distance of 35.60 feet to the northwest corner of Block A4 of NORTHERN PACIFIC SECOND ADDITION, found in the Recorder's Office of said Cass County, and the easterly right of way line of Broadway North, as dedicated on said plat; thence South 02 degrees 14 minutes 07 seconds East along said easterly right of way line of Broadway North, a distance of 382.72 feet to the northwest corner of a parking easement, Document Number 976088, found in the Recorder's Office of said Cass County; thence continuing South 02 degrees 14 minutes 07 seconds East along the westerly line of said parking easement and said easterly right of way line of Broadway North, a distance of 35.12 feet to the southwest corner of said parking easement, the northeast corner of said Quitclaim Deed and the point of beginning of the parcel to be described; thence continuing South 02 degrees 14 minutes 07 seconds East along the easterly line of said Quitclaim Deed, a distance of 8.03 feet; thence North 87 degrees 31 minutes 01 second West parallel with, and 8.00 feet southerly of the north line of said Quitclaim Deed, a distance of 75.60 feet to the westerly line of said Quitclaim Deed; thence North 03 degrees 44 minutes 28 second East along said westerly line a distance of 8.00 feet to the northwest corner of said Quitclaim Deed; thence South 87 degrees 31 minutes 01 second East along the north line of said Quitclaim Deed, a distance of 75.76 feet to the Point of Beginning.</p> <p>Said parcel contains 610 square feet of land, more or less, and is subject to existing easements of record.</p>	
SURVEYOR'S CERTIFICATION	
<p>I, Boyd D. Erbele, a Registered Professional Land Surveyor in the State of North Dakota do hereby certify that the survey plat shown hereon was made by me or under my direct supervision from a survey and that the computed lines as shown are true and correct to the best of my knowledge and belief.</p>	
	<p><i>Boyd D. Erbele</i> Boyd D. Erbele, N.D. LS-7986</p> <p><u>7-1-2022</u> Date</p>
	<p style="text-align: center;">EXHIBIT "F" PORTION OF QUITCLAIM DEED DOC. NO. 1021925 N1/2, SEC. 7, T139N, R48W, FARGO, NORTH DAKOTA</p>
<p>Apex Project #: <u>21-103-0060</u> Date: <u>8/23/2021</u> Drawn By: <u>Boyd E</u> Checked By: <u>Boyd E</u> Approved By: <u>Boyd E</u></p>	

EXHIBIT A

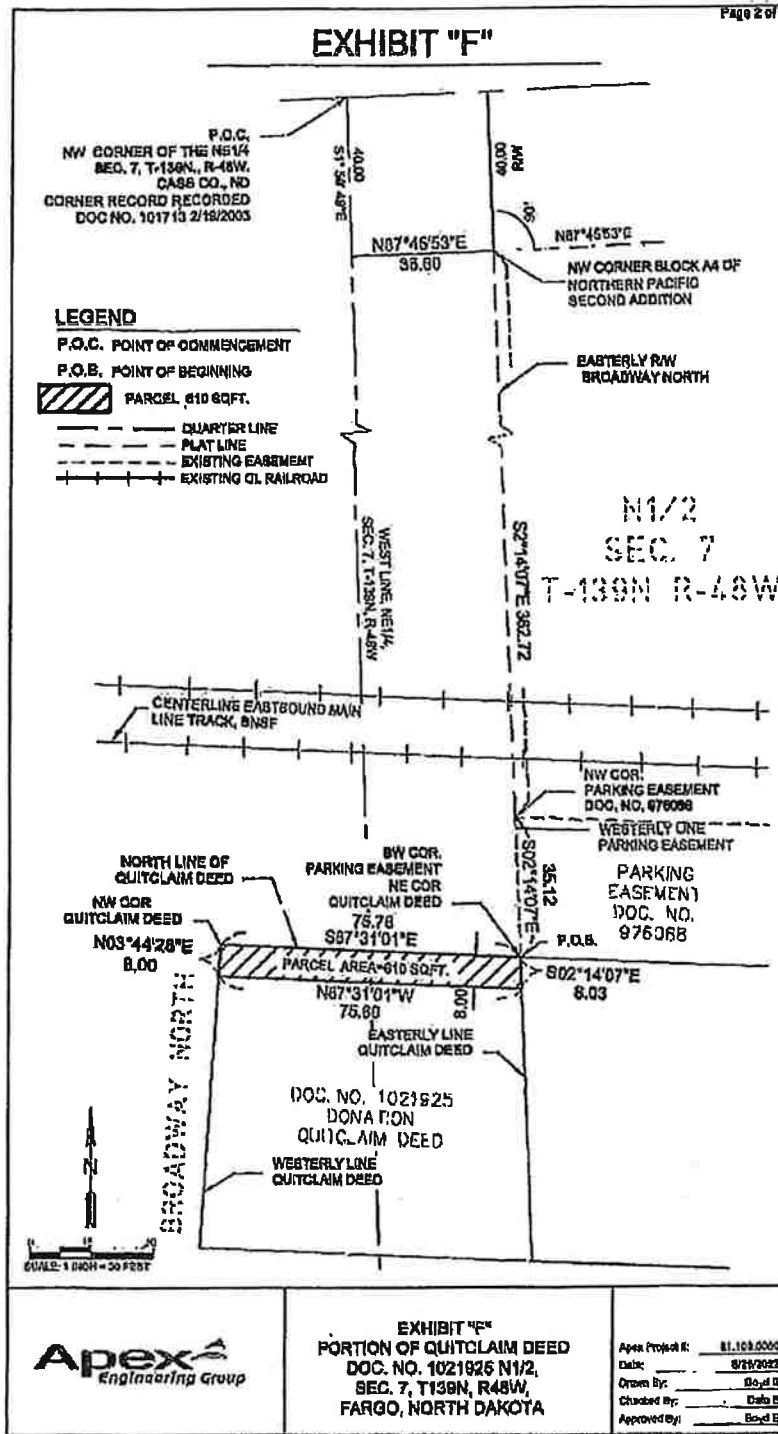


EXHIBIT A

EXHIBIT "G"

MAIN AVENUE MID-BLOCK CROSS-WALK APPROVED STUDY

See attached.

EXHIBIT A



REPORT

To: Jeremy Gordon, Transportation Engineer
City of Fargo

CC: Matt Torgerson, Director of Development
JLG Architects

From: Matt Pacyna, PE, Principal
Transportation Collaborative & Consultants, LLC

Date: October 25, 2022

Subject: Main Avenue Pedestrian Crossing Assessment

INTRODUCTION

TC2 was asked to review and evaluate a new pedestrian crossing of Main Avenue (east of Broadway) in the City of Fargo. The impetus behind a new pedestrian crossing is a proposed mixed-use development located at 501 Main Avenue and the associated increase in pedestrian activity between the development and the Island Park Parking Garage, now owned by Bell Bank. The proposed development, which has been approved by the City of Fargo, includes approximately 33,000 square feet of commercial office and 20 condo units.

A total of 67 parking spaces are proposed on site, which comprises of 38 at-grade/surface parking spaces and 29 underground parking spaces. The underground parking spaces are primarily dedicated for condo unit owners. The proposed development has a signed a 15-year agreement with Bell Bank to utilize up to 150 parking spaces in the Island Park Parking Ramp; these will be the primary parking for employees of the commercial office spaces. The project team desires a direct multimodal connection across Main Avenue for employees parking in the Island Park Parking Ramp.

Therefore, the main objectives of this assessment are to quantify the amount of pedestrian activity at the potential crossing location, evaluate the need/justification relative to the NDDOT Traffic Operations Manual, and develop a preliminary pedestrian crossing concept for consideration. The following information provides an overview of the assumptions, methodology, and findings for consideration.

PEDESTRIAN ACTIVITY

To quantify how many pedestrians may utilize a new Main Avenue pedestrian crossing, information provided by the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition* was used. From a vehicular trip generation perspective, the 33,000 square foot office is expected to generate 50 a.m. peak hour, 48 p.m. peak hour, and 358 daily vehicular trips.

For purposes of this study, 75 percent of these trips were assumed to park within the adjacent Island Park Parking Ramp. This equates to approximately 35 vehicles parking during each peak hour, as well as approximately 135 throughout the day. Assuming all single vehicle occupancy, the pedestrian activity crossing Main Avenue between the proposed development and the Island Park Parking Ramp is estimated to be 35 pedestrians during each of the a.m. and p.m. peak hours, as well as 135 pedestrians throughout the day. Note that this doesn't include other potential users from adjacent businesses, such as Lake Agassiz Development Group.

| www.transportationcollaborative.com |

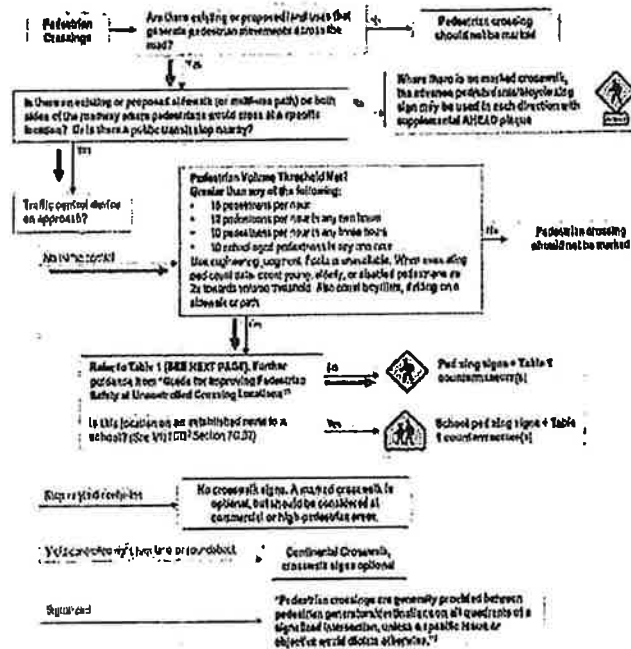
NDDOT GUIDANCE

Since Main Avenue is under NDDOT jurisdiction, a review of the Pedestrian Crosswalk Analysis section of the *NDDOT Traffic Operations Manual* was completed. The manual states the following:

"A city or local governmental agency must submit the request to ensure they support the project, because they will be required to assume the maintenance of the improvement after it is installed. After a request for a pedestrian facility is submitted to NDDOT, traffic operations staff will review the request to ensure the location meets guidelines for installing a pedestrian crossing. Typically, this review involves looking at any crash history, the number of pedestrians crossing the roadway, the width of the roadway, sidewalk connectivity leading to and from the proposed location and existing nearby pedestrian crossings."

The pedestrian crosswalk analysis provides a flow-chart, shown in Figure 1, to understand if a pedestrian crossing should be provided, marked, and/or enhanced. Since the proposed crossing is considered a mid-block crossing, there is no traffic control device. Thus, with the assumed 35 peak hour pedestrian crossings, the guidance indicates a pedestrian crossing is reasonable with additional countermeasure treatments, which are discussed on the following page.

Figure 1 Pedestrian Crossing Flow-Chart



Page 3

2.5.4.1.3. Sample Treatment

Ward: 84074-84075

[illegible]

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PRELIMINARY CONCEPT CONSIDERATIONS

A review of context surrounding the pedestrian crossing was completed to develop a preliminary crossing concept, which is shown in Figure 3. This concept was developed in collaboration with City and the NDDOT and went through various iterations to refine key enhancements. The following information is provided for contextual purposes and/or design consideration.

- 1) **Need:** Although there is an existing signal located approximately 260 feet to the west, the walking distance for pedestrians to get between the parking ramp and the proposed development lobby is approximately 500 feet.
 - a. At a walking speed of 3.5 feet per second, using the existing signal would take approximately 145 seconds, or the equivalent of 2.5 minutes.
 - b. Using the proposed crossing, the walking distance would be approximately 250 feet, which would equate to a walking time of 70 seconds or two times faster than using the signal.
 - c. At this level of walk time savings, pedestrians would be more likely to use the proposed crossing than the Broadway signal.
- 2) **Location:** The crossing should be located at the midpoint between Broadway and 4th Street to represent a mid-block crossing along the corridor; the crossing should be on the west side of the Wells Fargo and proposed development driveway intersection.
- 3) **Enhancements:** The following considerations were reviewed and recommended for the potential crossing enhancements.
 - a. **Advanced Yield Here Signage** – this signage is not used at any other locations along the corridor; advanced yield here signage is **not** recommended in this location.
 - b. **In-Street Pedestrian Crossing Sign** – these signs can be effective, but given the center two-way left-turn lane, an in-street pedestrian crossing sign is **not** recommended.
 - c. **Curb Extensions** – providing curb extensions to improve pedestrian visibility and reduce the crossing distance is recommended.
 - d. **Pedestrian Refuge Island** – given the desire to maintain the existing two-way left-turn lane, a raised median is **not** recommended for this crossing.
 - e. **RRFB or PHB** – this location appears to be a good candidate for an RRFB, given the slower speeds. Other agencies often use 20 pedestrian crossings in an hour as the minimum threshold to consider an RRFB, with approximately 100 pedestrian crossings in an hour to consider a PHB. Given this guidance, a RRFB is recommended for this crossing.
- 4) **Parking:** The preliminary concept, which include curb extensions, would reduce on-street parking by two-spaces relative to the future condition (i.e., once the proposed development is in place). Further discussion with area stakeholders should occur to determine if additional parking modifications should be considered.

CONCLUSION

The proposed pedestrian crossing falls within NDDOT and best-practice guidance and is a good candidate for consideration. Further discussion with area stakeholders and agencies should occur to review the preliminary concept and considerations to outline key design details.

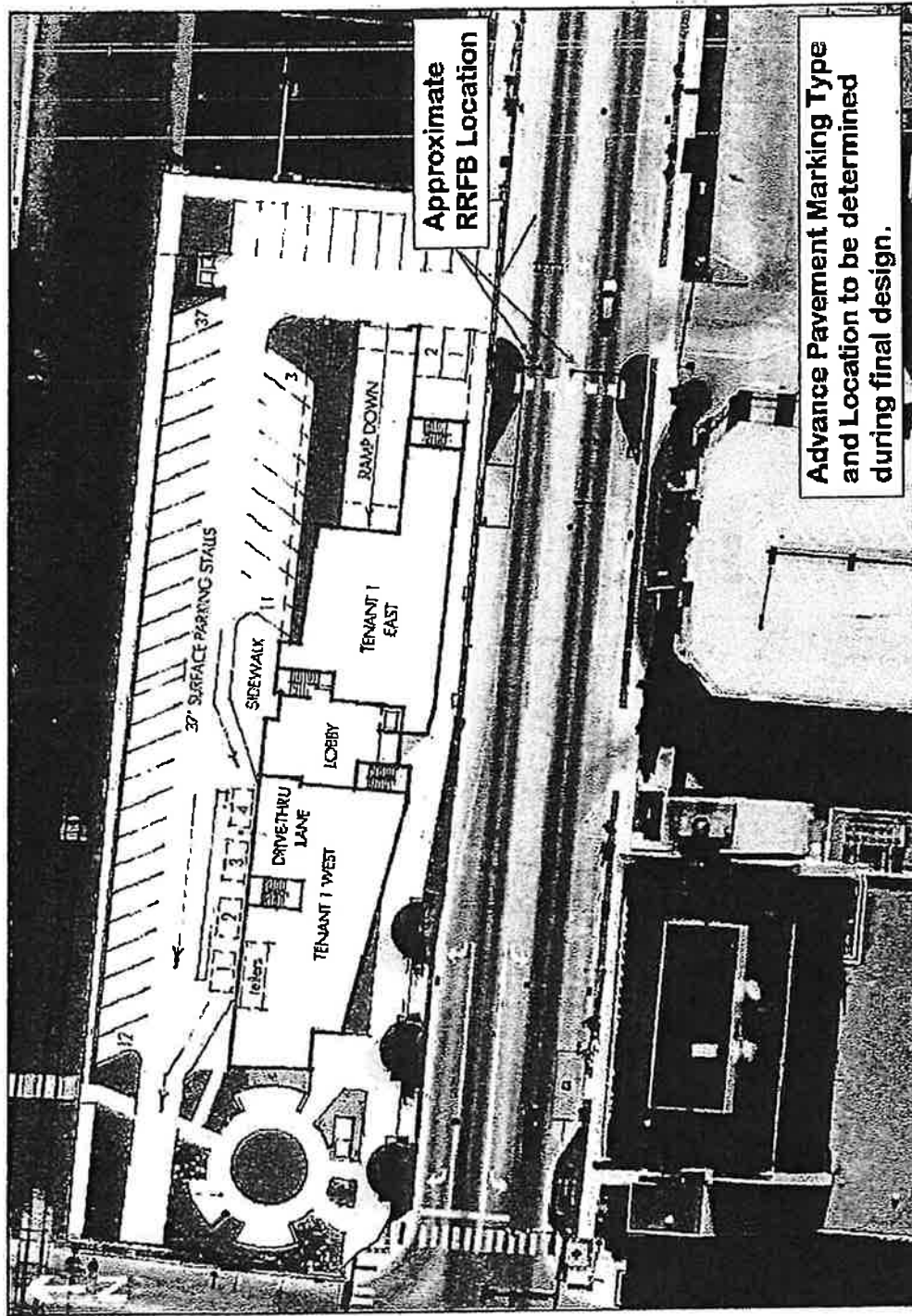


Figure 3

Updated Preliminary Pedestrian Crossing Concept
Main Avenue Pedestrian Crossing Assessment

TC²

EXHIBIT "H"

**CITY ENGINEER MEMO REGARDING NDDOT RESPONSE TO CITY'S REQUEST FOR COMMENT TO
PROPOSAL FOR CROSSWALK INSTALLATION**

See attached.

EXHIBIT A



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: Jim Gilmour, Strategic Planning Director
From: Brenda Deirig, City Engineer *B. Deirig*
Date: December 6, 2022
Re: Crosswalk on Main Avenue between 4th Street and Broadway.

The City of Fargo Engineering Department has been coordinating with the North Dakota Department of Transportation (NDDOT) to facilitate the addition of a crosswalk on Main Avenue between 4th Street and Broadway to support the redevelopment of 501 Main Avenue.

Engineering and the Developer's Engineering Consultant have worked with the NDDOT on an acceptable design, attached, of a crosswalk on Main Avenue between 4th Street and Broadway. Fargo Engineering submitted the layout, completed by the Developer's Consultant with our oversight, and the NDDOT has responded with no comments. When there are no comments from NDDOT, it is an indication that the City may continue proceeding with the implementation of the plan.

The next step will be to complete construction documents. Prior to advertising and bidding, Engineering will submit the construction plans for any final comments and then proceed with bringing the project to Commission to create the project, advertise and bid.

EXHIBIT A

EXHIBIT "I"
CROSSWALK DESIGN EXHIBIT

See attached.

EXHIBIT A

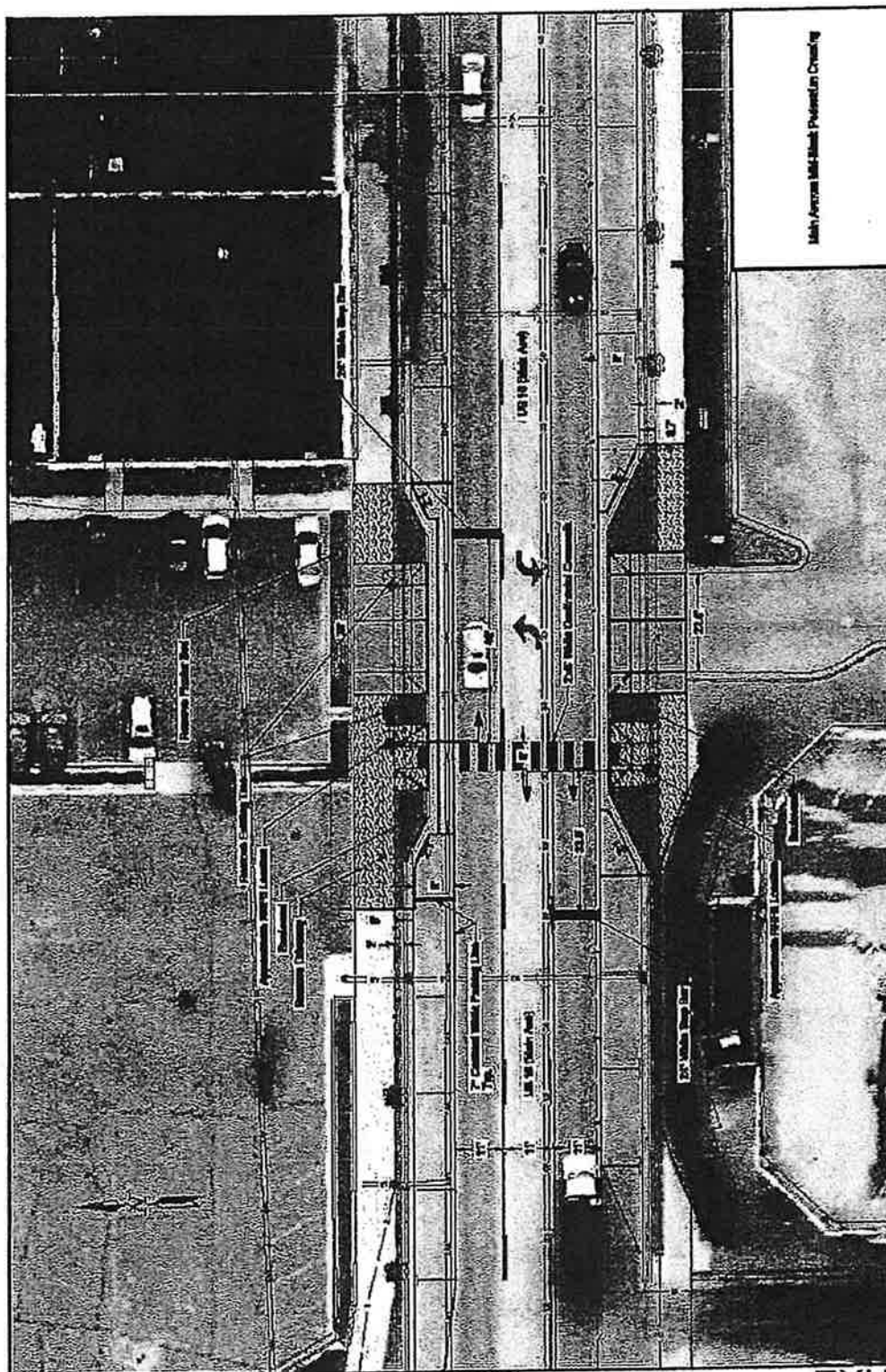


EXHIBIT A

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris



ASSISTANT CITY ATTORNEYS

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

April 25, 2024

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

RE: Manager/Owner Background

Please find attached for your consideration an amendment to Fargo Municipal Code § 25-1504.1- License Renewal. At your meeting on March 18, 2024, you directed the City Auditor to work with the City Attorney's office to present an ordinance revision that would require background checks of owners and general managers at time of renewal, in addition to the presently required background investigation at the time of initial application. The amendment presented is intended to accomplish that change. In addition, I am presenting for your future consideration a draft of a Resolution to address the implementation of the revised ordinance in a fair and orderly manner. Namely, the license holders are being asked to identify the general managers within a month of the Resolution adoption. Those General Managers would be grandfathered, meaning that no background check would be conducted for any time prior to the date of notification. If the owner and general managers remain the same at the time of renewal, the background check would be limited in duration from the time of notification. Owners will have an opportunity to amend their application at any time there is a general manager change and secure a recommendation from the Fargo Police Department similar to an initial application. At this time the City Auditor is proposing that all licenses continue to be renewed in June 2024. Once all licenses are renewed and the general managers are identified, another ordinance will be presented for your consideration changing the renewal date from June to a date to be determined by Resolution. The City Auditor will then provide a breakdown of the existing licenses and schedule renewals on a quarterly basis, with some being prorated, in order to spread out the additional work contemplated by this ordinance for the City Auditor and Fargo Police Department.

Suggested Motion: I move to receive and file the following ordinance Amending SECTION 25-1504.1, OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES and to place the ordinance on for first reading at the next regularly scheduled city commission meeting.

Board of City Commissioners

April 25, 2024

Page 2

Please contact me with any questions, comments, or concerns.

Regards,


Nancy J. Morris

NJM/Imw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1504.1, OF ARTICLE 25-
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1504.1 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-1504.1. - License renewal.

The holder of an existing license issued pursuant to the provisions of this article who desires to renew said license for another license year, shall not be required to make and file a new application under the provisions of this section; provided, however, that said licensee submit a renewal application on a form prescribed by the City Auditor, including a Consent to Background Investigation form for all License Holders and General Manager(s), and shall further be required to make annual payment as provided in § 25-1507(F), and to submit a written request for renewal and an affidavit indicating the current name and address of the licensee, and If said licensee is a form of business entity other than a sole proprietorship, the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

following information must be provided:

- A. As to a licensee that is a corporation, the names and addresses of the resident manager, all corporate officers, and all shareholders holding more than 5% of the outstanding stock of the corporation.
- B. As to a licensee that is a limited liability company, the names and addresses of the resident manager, all managers or officers and all governors of the limited liability company, and all members holding more than a 5% membership or ownership interest in the company.
- C. As to a licensee that is a general partnership, the names and addresses of the general partners.
- D. As to a licensee that is a limited partnership, a limited liability partnership or limited liability limited partnership, the names and addresses of the resident manager, all general partners and all limited partners holding more than a 5% ownership interest in the company.
- E. As to a licensee that is any other form of business entity, the names and addresses of the resident manager, all officers and decision-makers who have authority to govern the business entity, and all owners holding more than a 5% ownership interest in the company. For purposes of this section, the requirement of providing ownership information for those with more than 5% ownership interest shall include ownership by any single natural person regardless of the form by which said natural person holds or owns said ownership interest.

The eCity Auditor may request any other information regarding the licensee as may be necessary or appropriate. ~~The affidavit shall be on a form to be prescribed by the city auditor's office. The affidavit shall affirmatively disclose any change of ownership of the licensee business entity that would constitute an ownership transfer as defined in this article or, if there is no such change of ownership, shall affirmatively state there has been no such change.~~ All license transfers must be presented to the City Auditor at the time of transfer, and a Background Investigation shall be completed on all License Holders and General Manager(s). Any change in General Manager may be presented in advance of license renewal for approval as an amendment. Failure to secure approval of the License Holder and General Manager(s) may result in non-renewal of the license and suspension of operations.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

COMMISSIONER _____ introduced the following resolution and moved its adoption:

Resolution Regarding Ordinance Amendment Pertaining to Owner and General Manager Background Investigations and Implementation

WHEREAS, City of Fargo amended Fargo Municipal Code §25-1504.1 to require all License Holders (Licensee or Owner) and the Licensees' General Manager(s) to be subject to background investigation and approval on a yearly basis; and

WHEREAS, Owners and General Managers at the time of enactment have not been required to provide information to the city of Fargo in the past, and may have held these roles and positions for many months or years before the effective date of the ordinance; and

WHEREAS, City of Fargo recognizes and appreciates that employment relationship and does not wish to impose a hardship with respect to the existing Licensees; and

WHEREAS, The requirement for Owner and General Manager background investigation and approval shall be prospective only and is intended to ensure that all persons working in the liquor establishment qualify under long standing existing criteria, such guidelines having been adopted by resolution on February 26, 2018, by the Board of City Commissioners of the City of Fargo.

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Fargo that to ensure an orderly and fair transition to the required License Holder and

General Manager background investigation and approval at the time of license renewal the following implementation plan shall be adopted:

1. All License Holders shall be required to identify the General Manager(s) to the City Auditor in writing, on or before June 30, 2024.
2. License Holders and General Manager(s) identified on or before June 30, 2024, shall be grandfathered to the extent that no background investigation shall be implemented for the periods prior to the date of identification. In other words, License Holders and General Manager(s) identified by the License Holders employed on June 30, 2024, shall be grandfathered as approved by the board of city commissioners.
3. License Holders and General Manager(s) employed on June 30, 2024, identified who continue to hold the license or position at time of renewal shall be subject to background investigation to the date of identification, and on a yearly basis thereafter.
4. The Chief of Police or designee shall make a recommendation on each renewal application for approval or denial to the Liquor Control Board for recommendation to the board of city commissioners.
5. License Holders and General Manager(s) not previously identified on June 30, 2024, shall be required to complete a full background investigation, for recommendation by the Chief of Police or designee.
6. If a License Holder or General Manager is found to have any disqualifying criteria and the board of city commissioners denies the license renewal, the License shall be immediately suspended until such time as the License Holder submits an approved renewal application.
7. If at any time during the license year the License Holder has a change in General Manager(s), the Licensee may submit an amendment to the application or renewal application to secure board of city commission approval of the license amendment, including completion of the background investigation by the Chief of Police or designee. An amendment fee in the amount of \$100.00 shall be paid for the completion of the background investigation and presentation for approval, but no annual renewal fee shall be assessed at the time of amendment.
8. All amended applications remain subject to renewal at the designated time (adopted by separate resolution), including payment of fees and completion of the required background investigation for approval by the board of city commissioners.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

Dated this ____ day of _____, 2024.

[DRAFT]

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor



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

American Gold Gymnastics, Inc.

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

Name of Location

The Box

Street

1025 38th St SW

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7/1/24

Ending Date(s) Authorized

6/30/25

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

2

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

Games played in entire bar, excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐ 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

04/29/24

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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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)

(66)

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

Full, Legal Name of Gaming Organization

Fargo Angels Hockey Club

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 7/1/2024	Ending Date(s) Authorized 6/30/2025	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 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 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)

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/29/24
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)

(6)

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

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

Name of Location

Buffalo Wild Wings - 19th

Street

1515 19 Ave N

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

07/01/24

Ending Date(s) Authorized

06/30/25

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)

Within bar area excluding bathrooms and hallway.

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

N/A

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

04/29/24

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

Fargo Youth Hockey Association

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

Name of Location

Buffalo Wild Wings - 42nd

Street

1501 42 St SW

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

07/01/24

Ending Date(s) Authorized

06/30/25

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)

Within bar area excluding bathrooms and hallway.

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

N/A

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 checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General

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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

METRO SPORTS 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

MEXCIAN VILLAGE

Street

3155 45TH ST S

City

FARGO

ZIP Code

58103

County

CASS

Beginning Date(s) Authorized

7/1/24

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)

MACHINES ARE LOCATED AND PLAYED IN BAR AREA, EXCEPT RESTROOMS

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/29/24

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

METRO SPORTS 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

BREWTUS CLUBHOUSE

Street 4400 CLUBHOUSE DR	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/24	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)

MACHINES ARE LOCATED AND PLAYED IN BAR AREA, EXCEPT RESTROOMS

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/29/24
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

Prairie Public Broadcasting, Inc.

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

Name of Location

Bison Turf

Street

1211 N University Dr

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

7/1/24

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)

entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☐ Twenty-One

☒ Raffles

☐ Seal Board

☐ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☐ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/29/24

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

Prairie Public Broadcasting, Inc.

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

Name of Location

Dempsey's

Street

226 Broadway

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

7/1/24

Ending Date(s) Authorized

6/30/25

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)

entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☒ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☒ Pull Tab Jar

☒ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☒ Paddlewheel Table

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General

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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

Prairie Public Broadcasting, Inc.

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

Name of Location

Pepper's

Street

2510 S University Drive

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7/1/24

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)

entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

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

bj

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

Full, Legal Name of Gaming Organization

Prairie Public Broadcasting, Inc.

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

Name of Location

Slammer's Sports Bar

Street

707 28th Ave N

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

7/1/24

Ending Date(s) Authorized

6/30/25

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)

entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☒ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☒ Pull Tab Jar

☒ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☒ Paddlewheel Table

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/29/24

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)



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

Full, Legal Name of Gaming Organization

Prairie Public Broadcasting, Inc.

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

Name of Location

Tailgator's

Street

1322 Main Ave

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7/1/24

Ending Date(s) Authorized

6/30/25

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)

entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☒ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☒ Pull Tab Jar

☒ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☒ Paddlewheel Table

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/29/24

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

Steven Sprague/City Auditor

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Page 98 **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 Ste 101	City Fargo	ZIP Code ND	County Cass
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	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)

South West corner of bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

04/29/24

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

Steven Sprague/City Auditor

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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)

lrm

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 North 10th St

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

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)

1st floor in side room next to the entrance

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒ Bingo

☐ Club Special

☐ Sports Pools

☐ ELECTRONIC Quick Shot Bingo

☐ Tip Board

☒ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☐ ELECTRONIC 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☒ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☒ Paddlewheel Table

☒ ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/29/24

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

Steven Sprague/City Auditor

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Bismarck, ND 58505-0040
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Page 100 **GAMING SITE AUTHORIZATION**
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

LM

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

Full, Legal Name of Gaming Organization

Team Makers Club, Inc.

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

Name of Location Frank's Lounge			
Street 2640 52nd Ave. S.	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25		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) Entire lounge and patio area			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" 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 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 04/29/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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Telephone: 701-328-2329 OR 800-326-9240



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

600

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

Full, Legal Name of Gaming Organization

Team Makers Club, Inc.

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

Name of Location

King Pinz

Street

4301 17th Ave. S.

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

7/1/24

Ending Date(s) Authorized

6/30/25

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

2

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

48 Lounge, Barron's, and bowling areas of the business

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☒

Twenty-One

☒

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☒

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/29/24

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

Steven Sprague/City Auditor

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

(6P)

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

Full, Legal Name of Gaming Organization

Team Makers Club, Inc.

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

Name of Location

Lucky's 13 Pub

Street 4301 17th Ave. S.	City Fargo	ZIP Code 58103	County Cass
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Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)

Entire lounge and dining area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input 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 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 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 04/29/24
-----------------------------------	-------------------------

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

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Telephone: 701-328-2329 OR 800-326-9240



Page 103 **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

Team Makers Club, Inc.

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

Name of Location

Sanford Health Athletic Complex - Scheel's Arena (SHAC)

Street 1340 Administration Ave.	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/24	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)

Entire facility and adjacent parking areas

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<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 checked="" 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 04/29/24

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

Steven Sprague/City Auditor

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Telephone: 701-328-2329 OR 800-326-9240



7a

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"/> 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"/> Paddiewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels 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 Bethlehem Lutheran Church		Dates of Activity (Does not include dates for the sales of tickets) Raffle is 05/29/2024	
Organization or Group Contact Person Mike Cooper	E-mail hockeycoop@yahoo.com	Telephone Number 952-454-4190	
Business Address 613 16th St. S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Same as above		County Cass	
Site Physical Address	City	State	ZIP Code
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One 50/50 Raffle to be held on May 29th, 2024.			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet) **We will sell tickets once application is approved**

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Half of Proceeds	REDACTED
	Other Prize to be determined	\$1000.00
	Grand Prize	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Repairs to Church Bathroom
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 type="checkbox"/> 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer Mike Cooper	Telephone Number 952-454-4190	E-mail Address hockeycoop@yahoo.com
Signature of Organization Group's Permit Organizer <i>Mike Cooper</i>	Title Stewardship Board Member	Date 04/24/2024



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)

<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 Fargo All Stars Family		Dates of Activity (Does not include dates for the sales of tickets) 5-17-24	
Organization or Group Contact Person Jill Sinner		E-mail JILL 5677@YAHOO.COM	Telephone Number 701 361 0539
Business Address 4751 40th St S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name The Avalon Events Center		County Cass	
Site Physical Address 2525 9th Ave S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One Time raffle for Banquet - 5/17/24			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Redhawks Suite	\$800-
Total (limit \$40,000 per year)		\$ 800-

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Operating the Scholarships for 5U (c) 3 Fargo All Stars Family	
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 type="checkbox"/> 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Jill Sinner	Telephone Number 701-361-0539	E-mail Address JILL 5677@YAHOO.COM
Signature of Organization Group's Permit Organizer [Signature]	Title President	Date 4/16/24



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)

<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 Fargo Youth Baseball		Dates of Activity (Does not include dates for the sales of tickets) 5/4/24	
Organization or Group Contact Person Zach Frazier	E-mail zach@fargoarcasports.com	Telephone Number 701-232-9225	
Business Address 1842 17th Ave. S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) "Same as Above"	City "	State "	ZIP Code "

SITE INFO

Site Name The Bowler	County Cass		
Site Physical Address 2630 S. University Drive	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Bean Bags Tournament with Raffle - May 4th			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	"Please see attached document"	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
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 type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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 Zach Frazier	Telephone Number 701-232-9225	E-mail Address zach@fargoarcasports.com
Signature of Organization Group's Permit Organizer Zach Frazier	Title Director of Baseball	Date 4-24-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

7d

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 type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-One* <input type="checkbox"/> Paddlewheels*	

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

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

Name of Organization or Group of People permit is issued to Fm Derby Girls	Dates of Activity 5-18 thru 9-28	If raffle, provide drawing date 5/18, 6/18, 8/13, 8/24, 9/28	
Organization or Group Contact Person Katie Kalabza	Title or Position Treasurer	Telephone Number 701-730-1422	
Business Address PO Box 10644	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) John E Carvelson			
Site Address 807 17th Ave N	City Fargo	ZIP Code ND	County 58102

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 raffle	Cash → dates - 5/18, 6/18, 8/13, 8/24, 9/28	est. \$800 total
Total (limit \$40,000 per year)		\$800 (est)

Intended Uses of Gaming Proceeds Operating costs including Rent, donations to charities (local)	
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: \$200 (This amount is part of the total prize limit of \$40,000 per year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Organization or Group Contact Person

Name Katie Kalabza	Title Treasurer	Telephone Number 701-730-1422	E-mail Address FmDGoperations@gmail.com
Signature of Organization or Group's Top Official Katie Kalabza		Title Treasurer	Date 4-10-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

7e

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		Dates of Activity (Does not include dates for the sales of tickets) May 9, 2024	
Organization or Group Contact Person Cassie Skalicky	E-mail cassieskalicky@rebuildingtogetherfma	Telephone Number 701-371-7990	
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	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One event. "Claws for a Cause" to be held on May 9th at the Fargo Holiday Inn. This is a fund raiser to support the mission of Rebuilding Together.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Curated whiskeys and garden wagon ("Wagon of Whiskey")	\$350
Raffle Board	Hand Made Raised Garden	\$500
Raffle Board	Designer Purse	\$250
Total (limit \$40,000 per year)		\$1600

ADDITIONAL REQUIRED INFORMATION

cont - next page

Intended Uses of Gaming Proceeds Support the mission of Rebuilding Together, a local 501c3 non-profit	
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 type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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 J. Skalicky	Telephone Number 701-371-7990	E-mail Address cassieskalicky@rebuildingtogetherfma.org
Signature of Organization Group's Permit Organizer 	Title Executive Director	Date 4/2/2024

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Right of Way Use Agreement

Location: 124 North Terrace North

Date of Hearing: 4/22/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/29/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding a Right of Way Use Agreement with Oak Grove Lutheran Schools at 124 North Terrace North.

The contractor, Olaf Anderson Construction, is updating and redeveloping facilities for Oak Grove Lutheran Schools and has requested using a portion of Ash Street as a staging area. Olaf Anderson Construction will be responsible for any damage they cause on Ash Street. The primary use will be for a job trailer, deliveries, crane operations, and material storage. Construction is planned to begin May 2024 and finish in fall of 2025.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Right of Way Use Agreement with Oak Grove Lutheran Schools.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Oak Grove Lutheran Schools.

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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

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



Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: April 18, 2024
Re: Oak Grove North Right of Way Use Agreement - 124 North Terrace North

Background:

The Contractor Olaf Anderson Construction is updating and redeveloping facilities for Oak Grove Lutheran Schools at 124 North Terrace North and has requested using a portion of Ash Street as a staging area as they demolish and reconstruct the adjacent building. Attached is the agreement to use the ROW during construction. Olaf Anderson Construction will be responsible for any damage they cause on Ash Street. The primary use will be for a job trailer, deliveries, crane operations and material storage.

We are requiring the east 20' of Ash Street remain open to allow fire access as well as residents to navigate southbound coming off the Maple Street loop from the east. Olaf Anderson Construction will provide traffic control during any operations overtop Ash Street. They will also be required to haul off snow once Public Works or Engineering determines the accumulation should be removed off site.

Construction is planned to begin May 2024, and is planned to finish in the fall of 2025.

Recommended Motion:

Recommend approval of the ROW Use Agreement with Oak Grove Lutheran Schools.

Right of Way Use Agreement

This Agreement, made and entered between Oak Grove Lutheran School, a North Dakota nonprofit company ("Owner"), Olaf Anderson Construction, Inc., a North Dakota corporation ("Contractor") and the City of Fargo, a municipal corporation ("City"), is for the purpose of providing Owner and Contractor use of the public right-of-way of adjacent to Owner's property located at 124 N Terrace in Fargo, North Dakota, more particularly described below.

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

1. Owner holds all right, title and interest in the property described as:

ALL OF 30 THRU 43, EXC THAT PT OF 30, DESC AS: COMM AT SW COR OF 30, THEN ELY ALG SLY LN OF 30 A DIST OF 15 FT, THEN NELY & PARA TO LT LN COMM TO 2 & 30 A DIST OF 120 FT, THEN WLY 15 FT TO WLY LN OF 30, THEN SWLY 120 FT TO PT OF BEG & ALL OF 1 THRU 25, BLK 5 & ALL OF N TERRACE VAC BY VAC PLAT DOC 1173957, LESS THAT PT OF 16 VAC FOR S TERRACE (V-123) & VAC N TERRACE LYING BETWEEN BLKS 4 & 5 ADJ TO SD DESC LTS, Block 4 all in Oak Grove Addition

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

2. Owner and Contractor agree that the area east of Ash Street shall not be used for any storage of equipment, machinery, materials, or parking of any vehicles. This area is part of the clear zone for the flood control levee. Any damage caused to this area by Owner, its employees, agents, or representatives, or Contractor, its employees, agents,

subcontractors, or representatives, shall be repaired and restored to its prior condition with all work being completed immediately to the satisfaction of the City and at the sole discretion of the City. Owner and/or Contractor shall be solely responsible for all costs and expenses incurred in repairing/restoring this area.

3. Owner and Contractor shall be permitted use of public right of way in such a manner as described in the attached Exhibit, as modified from time to time by written agreement of the parties hereto. Specifically, Owner and Contractor shall be permitted to exercise control over the public right of way adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein. Owner and Contractor shall be responsible for ensuring all construction and restoration work in the public right of way complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>. All barricades and traffic control measures shall comply with the adopted version of the Manual on Uniform Traffic Control Devices, which can be found at: <http://mutcd.fhwa.dot.gov>
4. Owner and Contractor will be allowed to close Ash Street north of South Terrace North. The closure must accommodate a one-way southbound lane with a minimum width of 20' for fire access and park circulation. The 20' southbound driving lane width must be maintained at all times. Owner and Contractor will be required to temporarily stop traffic exiting the park when overhead hazards are present. Unloading trucks from this one-way southbound lane will not be allowed. Delivery trucks must be unloaded from within the closed portion of Ash Street. Owner and Contractor shall provide City Engineering a traffic control plan 7 days prior to closing any portion of Ash Street. All closures must be approved by City. If not approved as submitted, Owner and Contractor shall amend or modify the traffic control plan as directed by City Engineering. Once the City approves the closure, the closure may not occur until at least 7 days after approved by the City. Road closures must be removed by Owner/Contractor not later than October 31, 2025. Any request for extension must be made at least 30 days prior to October 31, 2025 to allow City adequate time to consider the request.
5. Upon receipt of approval from City, Owner and Contractor shall notify the Park District and Fargo Fire by written notice at least 7 days in advance of such intended lane or road closure. Written notice shall include details of traffic configuration and contact information. Owner and Contractor shall provide the City with notice information for news-release publications.
6. Owner and Contractor agree to disconnect all water and sanitary sewer services to the mains according to City Standards adjacent to the Development Property.

7. Owner and Contractor shall be responsible for providing appropriate internal site lighting in order to deter entrants, and are further responsible for the general cleanliness and appearance of the site. Owner and Contractor are solely responsible for site security, and are responsible for securing the site at all times.
8. Owner and Contractor shall be responsible for the provision and compaction of engineered fill to 95% standard proctor density in the excavated area in the public right of way. Owner and Contractor must provide and complete compaction tests from a certified testing firm to provide to the City for approval and acceptance prior to pavement placement.
9. Owner and Contractor agree to provide approved signage for revised street parking in and around the Development Property. Owner and/or Contractor shall be solely responsible for all costs and expenses associated with the signage.
10. Owner and Contractor shall be responsible for all private utilities affected by the construction activities, and shall notify the utility provider of proposed impacts. Owner and Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for impacts to or the reestablishment of private utility disruptions caused by the construction activities.
11. Owner and Contractor must remedy any unsafe or unsatisfactory condition due to the use of the public right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Owner and Contractor to vacate the public right of way use permitted herein and return the roadway to its pre-existing condition.
12. Owner and Contractor hereby grant to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Owner and Contractor agree and understand that City is not responsible nor liable for construction delays or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make reasonable attempt to contact the Owner and Contractor and its Construction Manager prior to City entry to the construction site, except in case of emergency as determined by City.
13. Owner and Contractor shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the streetlights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the public right of way. Owner and Contractor shall not commence construction or removal activity without first obtaining the approval of the documentation of condition by City.

14. Owner and Contractor will, during any use of public right of way, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.
15. Owner and Contractor shall be responsible for the repair or replacement of the public right of way and any public property, which is damaged as a direct result of the construction activities or use of the public right of way as permitted by this Agreement. In the event the Contractor's (or its subcontractors) operations cause damage to the public right of way, Owner and Contractor shall be responsible for restoring or reconstruction of the City infrastructure, including all roadways, curbs, and gutters to a condition as good or better than prior to construction.
16. Owner and Contractor accept all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure, which may be impacted by work in the public right of way or Levee Easement. Owner and Contractor shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way utilized and within the construction site, all to the satisfaction of the Director of Public Works or their designee.
17. Owner and Contractor shall not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading and unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit or written agreement.
18. Owner and Contractor shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works, City Engineer or their designee.
19. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner and Contractor thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate this Agreement and the Owner's and Contractor's use of the public right of way and direct Owner and Contractor to restore the right of way to the City's control.

Notices required by this Agreement shall be given as follows:

As to the Owner	As to the Contractor:	As to the City:
Oak Grove Lutheran Schools Danielle Paulus 124 N Terrace N Fargo, ND 58102 (701) 373-7100	Olaf Anderson Construction, Inc. Cody Furstenau cody@olaf-anderson.com 4102 19 th Ave N Fargo, ND 58102 (701)-237-3605	City of Fargo Engineering attn.: Matt Jennings feng@fargond.gov 225 4 th St N Fargo, ND 58102 (701)-241-1545

20. Owner and Contractor agree that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Owner and Contractor waive its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consent to the construction of the improvements and to the assessment of cost thereof to the Development Property. Owner and Contractor further waive its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development Property, include all costs of completing the work required in accordance with the terms of this Agreement.
21. Owner and Contractor agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way. Owner and Contractor agree to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner and Contractor shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way. This Agreement is contingent upon Owner and Contractor securing adequate insurance.
22. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
23. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
24. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
25. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

26. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitute the entire agreement between the parties regarding the matters described in this Agreement.
27. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
28. It is specifically agreed between the parties that this Right of Way Use Agreement may be recorded.
29. The City and Owner and Contractor wish to work together to provide an acceptable finished product. Owner and Contractor shall provide a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Owner's and Contractor's work in the right of way.

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

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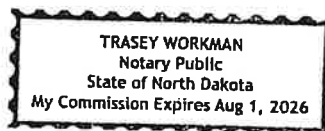
Dated this _____ day of _____, 2024.

OAK GROVE LUTHERAN SCHOOL



By: Danielle Paulus

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



On this 24 day of April, 2024, before me personally appeared Danielle Paulus, _____ OAK GROVE LUTHERAN SCHOOL., a North Dakota corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)



Notary Public

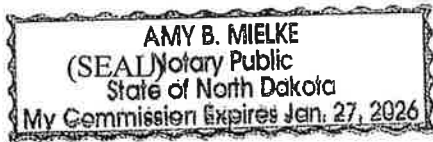
Dated this 23 day of April, 2024.

OLAF ANDERSON CONSTRUCTION, INC.


By: Cody Furstenau

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

On this 23 day of April, 2024, before me personally appeared Cody Furstenau
President Olaf Anderson Construction, Inc. a North Dakota corporation that is described in,
and that executed the foregoing instrument, and acknowledged to me that such nonprofit
corporation executed the same.




Notary Public

City of Fargo, a North Dakota municipal
corporation

Dated: _____

Timothy J. Mahoney M.D., Mayor

ATTEST

Steve Sprague, City Auditor

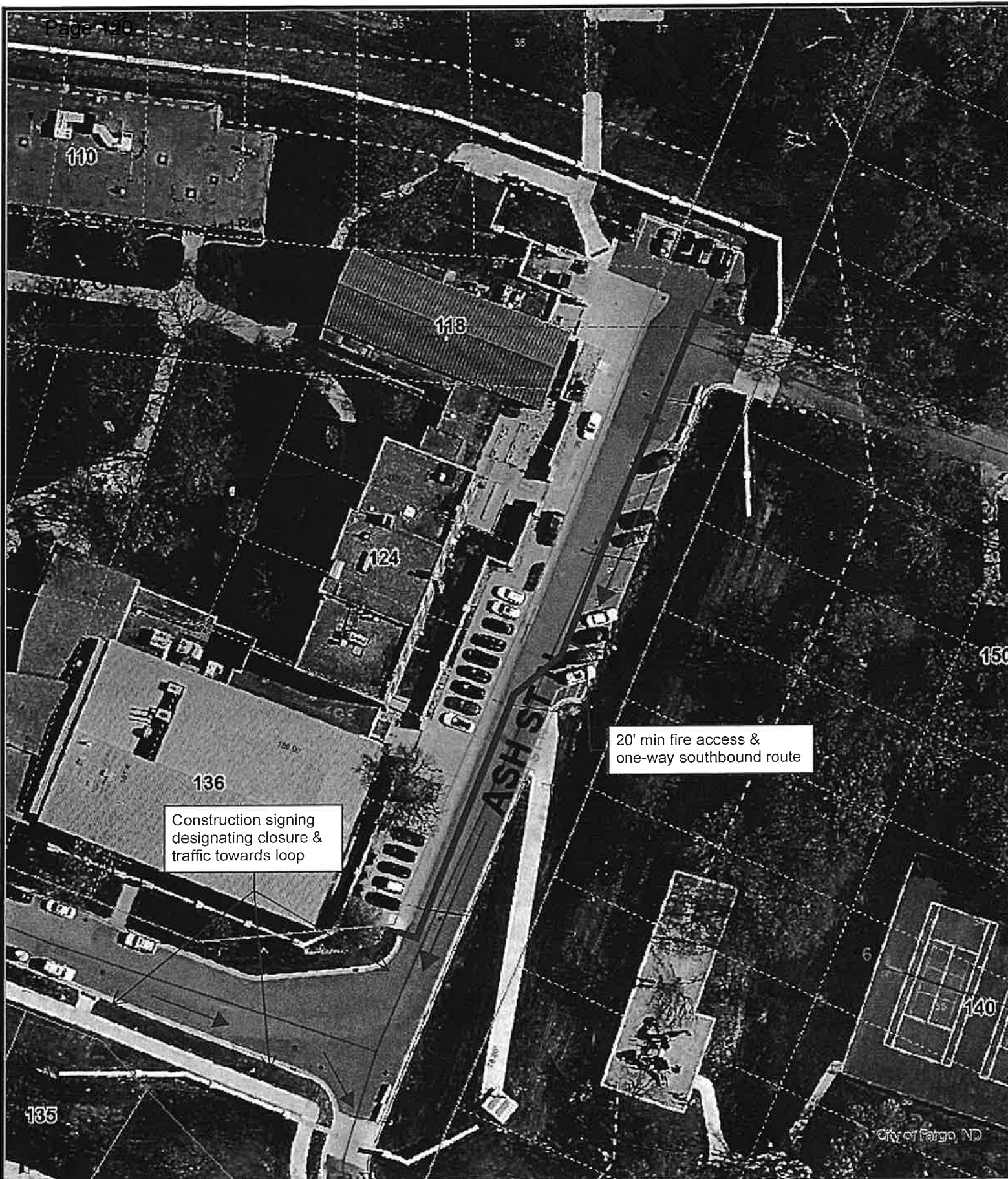
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

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



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

Oak Grove North - Ash Street Closure

1:1,128

4/18/2024 3:00 PM

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

THE CITY OF
Fargo
 FAR MORE

9

April 18, 2024

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

Re: Farm Lease Agreement – 6851 45th Street S

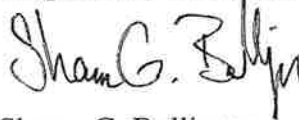
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Aaron Brakke Farms. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Farm Lease Agreement with **Aaron Brakke Farms** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

FARM LEASE

THIS LEASE, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, ND 58102, herein referred to as “Lessor”, and **Aaron Brakke d/b/a Aaron Brakke Farms**, 225 South Schnell Drive, Oxbow, ND 58047, herein referred to as “Lessee” whether one or more.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, property comprising approximately 43.63 acres located on the following described parcel, and as shown as Tract 4 in Attachment A:

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 87 degrees 35 minutes 14 seconds West, an assumed bearing, on the south line of said Northeast Quarter, 1908.27 feet to the point of beginning; thence continuing, on said south line, South 87 degrees 35 minutes 14 seconds West, 731.31 feet to the southwest corner of said Northeast Quarter; thence North 01 degree 39 minutes 55 seconds West, on the west line of said Northeast Quarter, 2,644.43 feet to the northwest corner of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on the north line of said Northeast Quarter, 186.02 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 1,281.84 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 540.73 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 500.29 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,912.09 feet to the east line of said Northeast Quarter; thence South 01 degree 42 minutes 54 seconds East, on said east line, 350.03 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with said south line, 1,907.82 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 512.54 feet to the point of beginning.

Containing 43.63 acres, more or less.

together with all hereditaments and appurtenances belonging thereto (the “Property”).

II.

The term of the lease shall be for the farming season of 2024. That the term of this lease shall commence on the date signed by Lessor and shall expire in one (1) year.

III.

Lessee agrees to pay Lessor, payable in cash on the date of the lease hereof, the sum of Six Thousand Five Hundred Forty-Four Dollars and Fifty Cents (\$6,544.50), based on a rental rate of One Hundred Fifty Dollars per Acre (\$150/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described Property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, and crop insurance. The Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.
- b. To keep any and all fences, tree rows, and other improvements on the Property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.
- f. Not to allow noxious weeds to go to seed on the premises, but destroy them and to keep trimmed and mowed the weeds and grasses on the roads adjoining the leased premises. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorney's fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the Property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the Property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject Property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the Property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated: _____

LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____

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

ATTEST:

Steven Sprague, City Auditor

Dated: 4/18/24

LESSEE:



Aaron Brakke
d/b/a Aaron Brakke Farms

Attachment A

2505 N University Dr.
Fargo, ND 58102
Phone: 701-588-6450
meadhunt.com

These documents shall not be used for any purpose or project for which it was not intended. Alred & Hunt shall be indemnified by the client and hold harmless from claims, damages, penalties, losses, and expenses, including attorney's fees and costs, arising out of such use or reuse of the documents. In addition, unauthorized reproduction of these documents in part or as a whole, is prohibited.

MBN
SANFORD - BRUNELLE COS
CASS COUNTY, ND

M&H NO: 4288700-230874
DATE: 04/18/2023
DRAWN BY: LSU
CHECKED BY: JN
APPROVED BY: JN
DO NOT SCALE DRAWINGS

DO NOT SCALE DRAWINGS
SHEET CONTENTS

**CERTIFICATE OF
SURVEY**

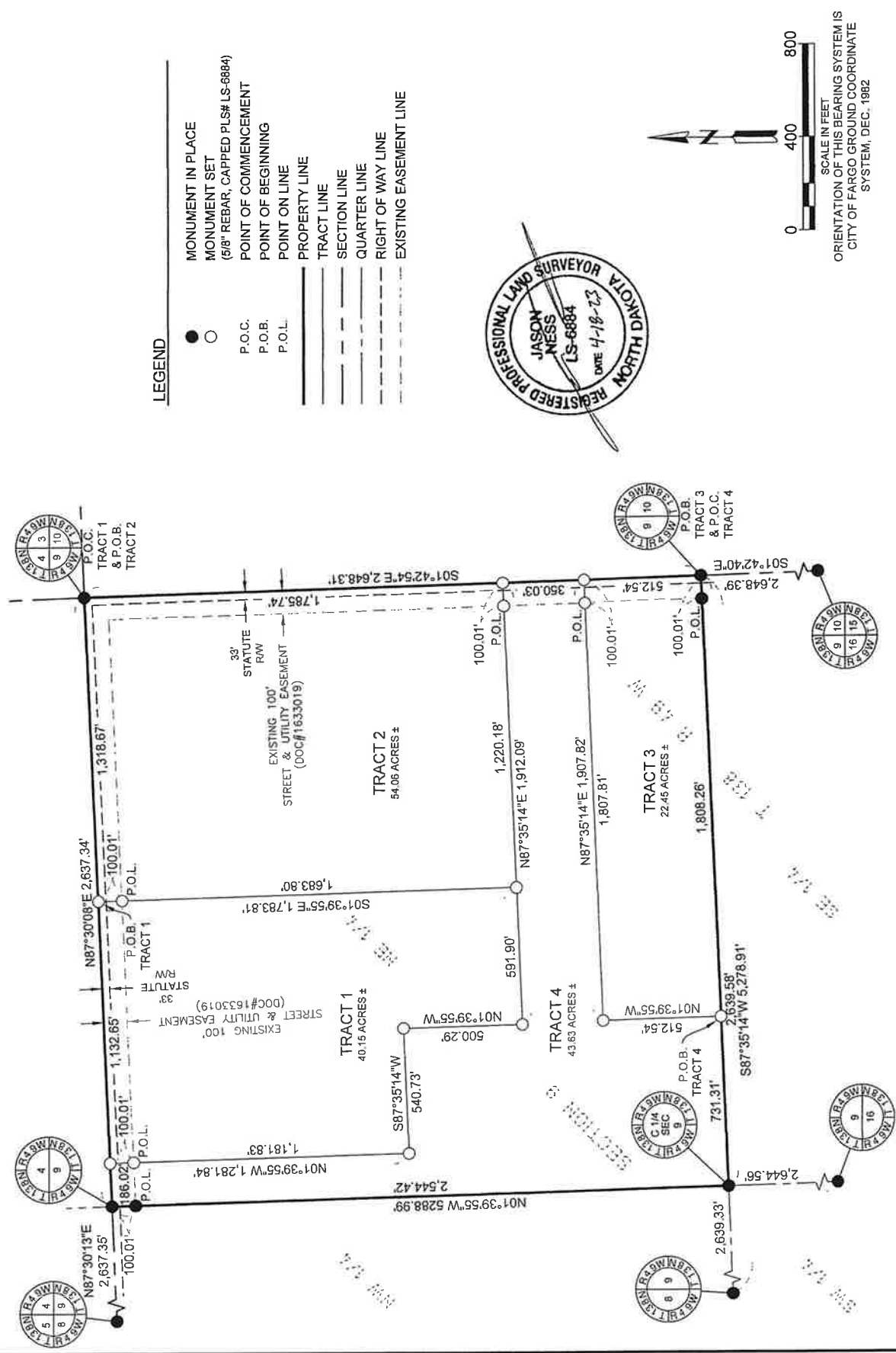
SURVEY
NE 1/4 SECTION 9

T-138-N, R-49-W
CASS COUNTY,
NORTH DAKOTA

SHEET NO. 1 of 2

V1

CERTIFICATE OF SURVEY



CERTIFICATE OF SURVEY

Mead & Hunt
2605 N University Dr.
Fargo, ND 58102
Phone: 701-568-6450
mead@hunt.com

TRACT 1

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South 87 degrees 30 minutes 08 seconds West, an assumed bearing, on the north line of said Northeast Quarter, 1,318.67 feet to the point of beginning; thence South 01 degree 39 minutes 55 seconds East, parallel with the west line of said Northeast Quarter, 1,783.81 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 591.90 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with said west line, 500.29 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with said south line, 540.73 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with said west line, 1,281.84 feet to said north line; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1,132.65 feet to the point of beginning.

Containing 40.15 acres, more or less.

TRACT 2

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 01 degree 42 minutes 54 seconds East, an assumed bearing, on the east line of said Northeast Quarter, 1,785.74 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 1,320.19 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 1,783.81 feet to the north line of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1,318.67 feet to the point of beginning.

Containing 54.06 acres, more or less.

TRACT 3

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Northeast Quarter; thence South 87 degrees 35 minutes 14 seconds West, and assumed bearing, on the south line of said Northeast Quarter, 1,908.27 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 512.54 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,907.82 feet to the east line of said Northeast Quarter; thence South 01 degree 42 seconds 54 minutes East, on said east line, 512.54 feet to the point of beginning.

Containing 22.45 acres, more or less.

TRACT 4

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 87 degrees 35 minutes 14 seconds West, an assumed bearing, on the south line of said Northeast Quarter, 1,908.27 feet to the point of beginning; thence continuing, on said south line, South 87 degrees 35 minutes 14 seconds West, 731.31 feet to the southwest corner of said Northeast Quarter; thence North 01 degree 39 minutes 55 seconds West, on the west line of said Northeast Quarter, 2,644.43 feet to the northwest corner of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on the north line of said Northeast Quarter, 186.02 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 1,281.84 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 540.73 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 500.29 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,912.09 feet to the east line of said Northeast Quarter; thence South 01 degree 42 minutes 54 seconds East, on said east line, 350.03 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with said south line, 1,907.82 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 512.54 feet to the point of beginning.

Containing 43.63 acres, more or less.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.


Jason Ness, PLS

Reg. No. LS-6884 Date: 4-18-23



MSH NO. 4289703-200674
DATE: 04/18/2023
DRAWN BY: LSJ
CHECKED BY: JN
APPROVED BY: JN
DO NOT SCALE DRAWINGS

SHEET CONTENTS
CERTIFICATE OF SURVEY
NE 1/4 SECTION 9
T-138-N, R-48-W
CASS COUNTY,
NORTH DAKOTA

SHEET NO. 2 of 2

V2

MBN
SANFORD - BRUNELLE COS
CASS COUNTY, ND

These documents shall not be used for any purpose or project for which they were not prepared, and shall be subject to the terms and conditions of the contract. The user assumes all liability for any errors or omissions. The user shall be responsible for obtaining all necessary permits, licenses, and approvals. The user shall be responsible for obtaining all necessary approvals for any use of these documents. The user shall be responsible for obtaining all necessary approvals for any use of these documents. The user shall be responsible for obtaining all necessary approvals for any use of these documents.

April 22, 2024

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Project #SN-24-A1**

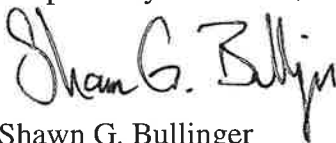
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Project #SN-24-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Forum Communications Company** in association with Project #SN-24-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Eric Hodgson
Kasey McNary

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project SN-24-A1	County Cass	Parcel(s) 01-3680-00010-000
Landowner Forum Publishing Company ^{SCB} FORUM COMMUNICATIONS COMPANY		
Mailing Address 101 5 ST N Fargo, ND 58102		


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

See attached exhibit(s).


I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,143.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	1,143.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	1,143.00

*Description of Damages to Remainder are as follows:



Owner Signature
Signature hereby constitutes acceptance of offer as presented above.



Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

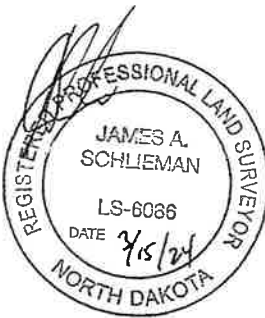
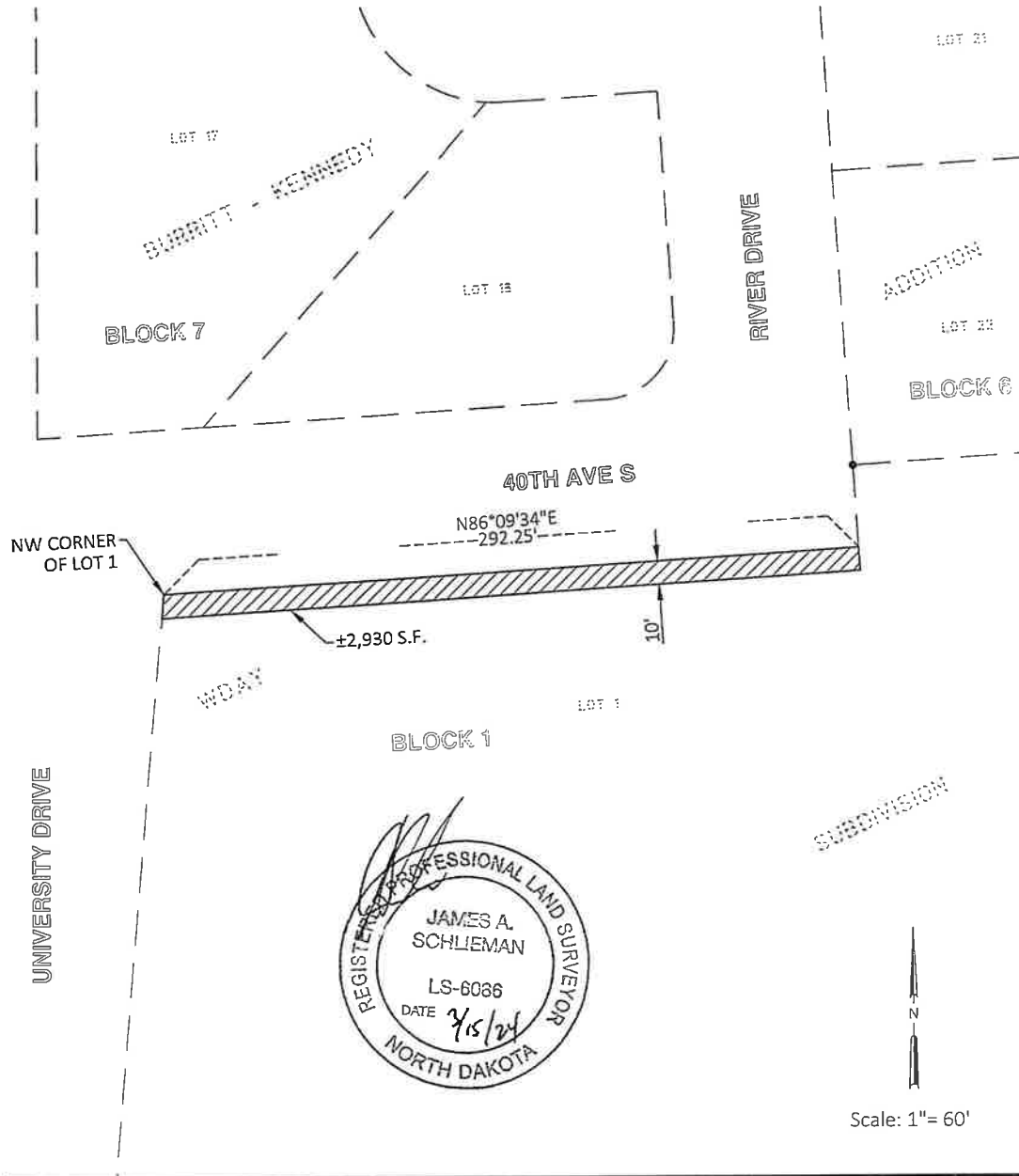


Timothy J. Mahoney
MAYOR

SIGNATURE

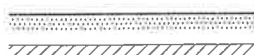
DATE

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'



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



EASEMENT EXHIBIT

PROJECT NO.
6059-0205

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

H:\JBN\6000\6059\6059_0205 Multi-Project REF\CAD\Easements\6059-0205 Master Easements.dwg-Sheet 1-3/15/2024 7:17 AM-(dbuchholz)

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

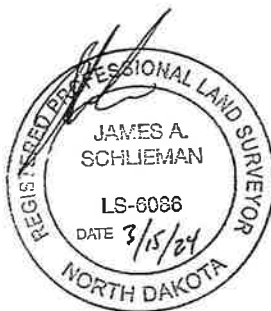
Description - (Temporary Easement):

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 10.00 feet wide, lying southerly of and being coincident with the following described line:

Beginning at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 292.25 feet to an angle point on the northerly line of said Lot 1, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the westerly line of said Lot 1 on the west.

Said tract contains 2,930 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0205

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **FORUM COMMUNICATIONS COMPANY**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of construction and installation of a share use path, together with the customary appurtenances, said tracts being described as follows:

See attached Exhibit A

The easement areas are also pictorially represented on Exhibit B attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for constructing and installing a shared use path and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall begin on November 1, 2024 and shall terminate on October 31, 2025.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 17 day of April, 2024.

GRANTOR:

FORUM COMMUNICATIONS COMPANY

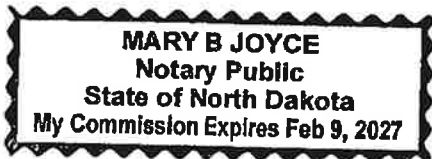
Jimmy Sticha
By: J. Timothy Sticha
Its: CFO

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 17 day of April, 2024, before me, a notary public in and for said county and state, personally appeared J. Timothy Sticha to me known to be the CFO of the FORUM COMMUNICATIONS COMPANY, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

Mary B Joyce
Notary Public
My Commission Expires: February 9, 2027



GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
James S. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering, Inc.
1401 21st Avenue North
Fargo ND 58102
(701) 237-5065

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

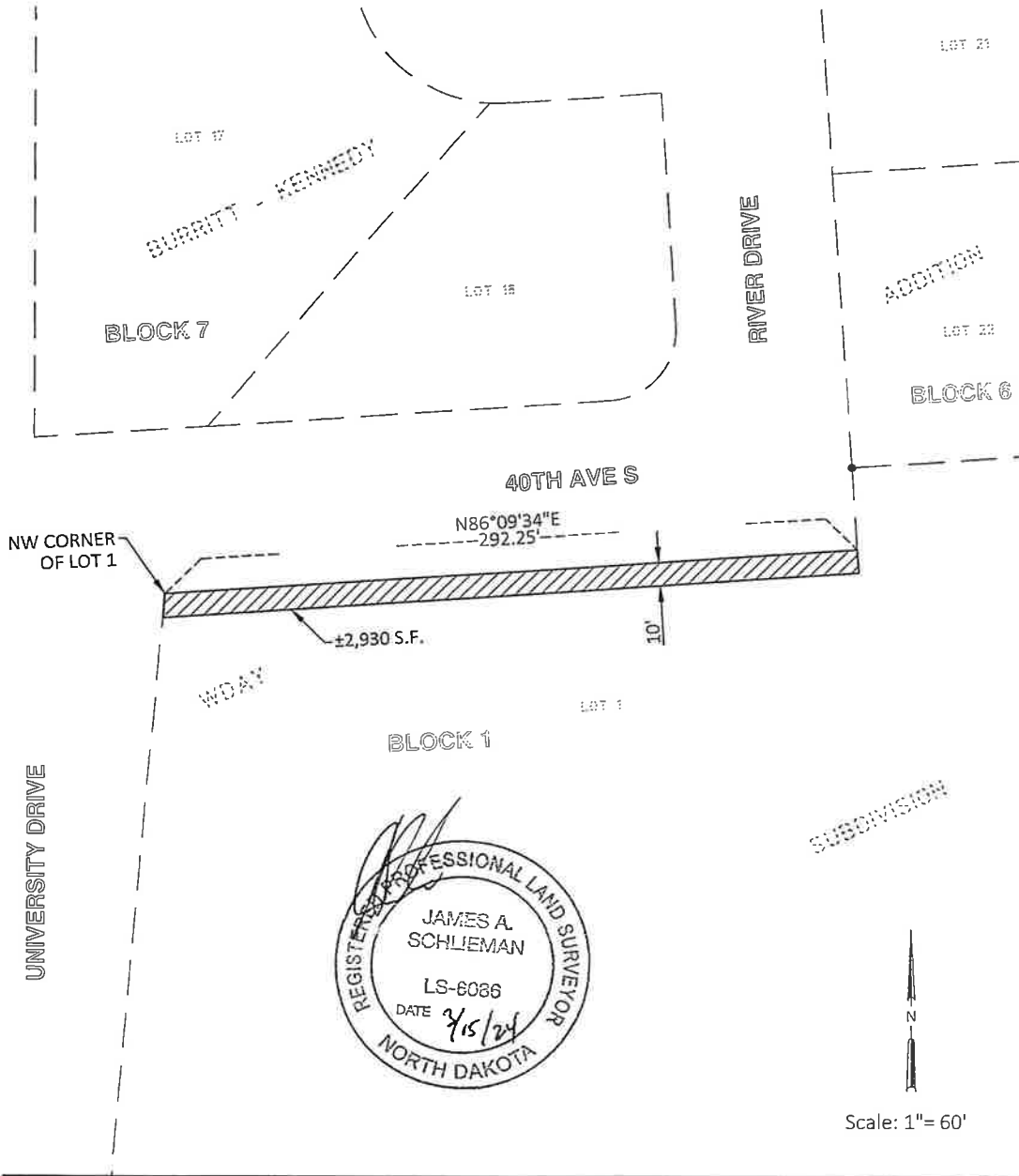
A strip of land 10.00 feet wide, lying southerly of and being coincident with the following described line:

Beginning at the northwest corner of said Lot 1; thence North $86^{\circ}09'34''$ East, along the northerly line of said Lot 1, for a distance of 292.25 feet to an angle point on the northerly line of said Lot 1, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the westerly line of said Lot 1 on the west.

Said tract contains 2,930 square feet, more or less.

EXHIBIT B

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46\"E
105.00'



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



EASEMENT EXHIBIT

PROJECT NO.
6059-0205

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

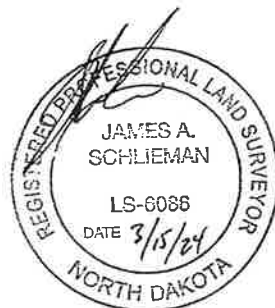
Description - (Temporary Easement):

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 10.00 feet wide, lying southerly of and being coincident with the following described line:

Beginning at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 292.25 feet to an angle point on the northerly line of said Lot 1, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the westerly line of said Lot 1 on the west.

Said tract contains 2,930 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0205

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

H:\JBN\6000\6059\6059_0205 Multi-Project RFP\CAD\Easements\6059-0205 Master Easements.dwg-Sheet 2-3/15/2024 7:17 AM-(dbuchholz)

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-24-H

Call For Bids	<u>April 29</u>	, <u>2024</u>
Advertise Dates	<u>May 8, 15 & 22</u>	, <u>2024</u>
Bid Opening Date	<u>June 5</u>	, <u>2024</u>
Substantial Completion Date	<u>November 1</u>	, <u>2024</u>
Final Completion Date	<u>December 1</u>	, <u>2024</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 (Dan Eberhardt)
<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-24-H1

Type: 2024 CIP Revision

Location: Milwaukee Trail Tunnel (40th Ave S)

Date of Hearing: 4/8/2024

RoutingDate

City Commission

4/29/2024

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding the addition of Project No. UR-24-H1 to the 2024 CIP.

Engineering was contacted by the Street Department regarding 8 sanitary sewer manholes that have failing inverts needing to be repaired before additional damage is incurred. Completion of this project be in the fall of 2024. City staff will incorporate this infrastructure request into the Capital Improvement Plan (CIP). The estimated cost for this project is \$40,000 and will be funded 100% with Sanitary Sewer Utility Funds.

Engineering is seeking the addition of UR-24-H1 to the 2024 CIP.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of adding Project No. UR-24-H1 to the 2024 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. UR-24-H1 to the 2024 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

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"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Michael Redlinger
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



**ENGINEER'S REPORT
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-24-H
CITY WIDE**

Nature & Scope

Repair aging sanitary sewer infrastructure.

Purpose

This project is for the replacement of multiple sanitary sewer manhole inverts.

Feasibility

The estimated cost of construction is \$42,500.00. The cost breakdown is as follows:

Sanitary Sewer			
Construction Cost			\$42,500.00
Fees			
Admin	4%		\$1,700.00
Contingency	5%		\$2,125.00
Engineering	10%		\$4,250.00
Interest	4%		\$1,700.00
Legal	3%		\$1,275.00
Total Estimated Cost			\$53,550.00
Funding			
Sales Tax Funds - Wastewater - 455	100.00%		\$53,550.00

Project Funding Summary			
Sales Tax Funds - Wastewater - 455	100.00%		\$53,550.00
Total Estimated Project Cost			\$53,550.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.





Thomas Knakmuhs, PE
City Engineer

April 23, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #SR-24-B1**

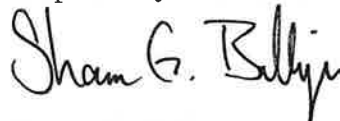
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #SR-24-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Peter M. Stollenwerk and Lorraine R. Stollenwerk & MIS LLC** in association with Improvement District #SR-24-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Matt Jennings
Kasey McNary

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project SR-24-B1	County Cass	Parcel(s) 01-8564-00100-000
Landowner Peter M. Stollenwerk and Lorraine R. Stollenwerk & MIS LLC		
Mailing Address 3142 Edgewood Drive N Fargo, ND 58102		


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


See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,489.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	2,489.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	2,489.00

*Description of Damages to Remainder are as follows:


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

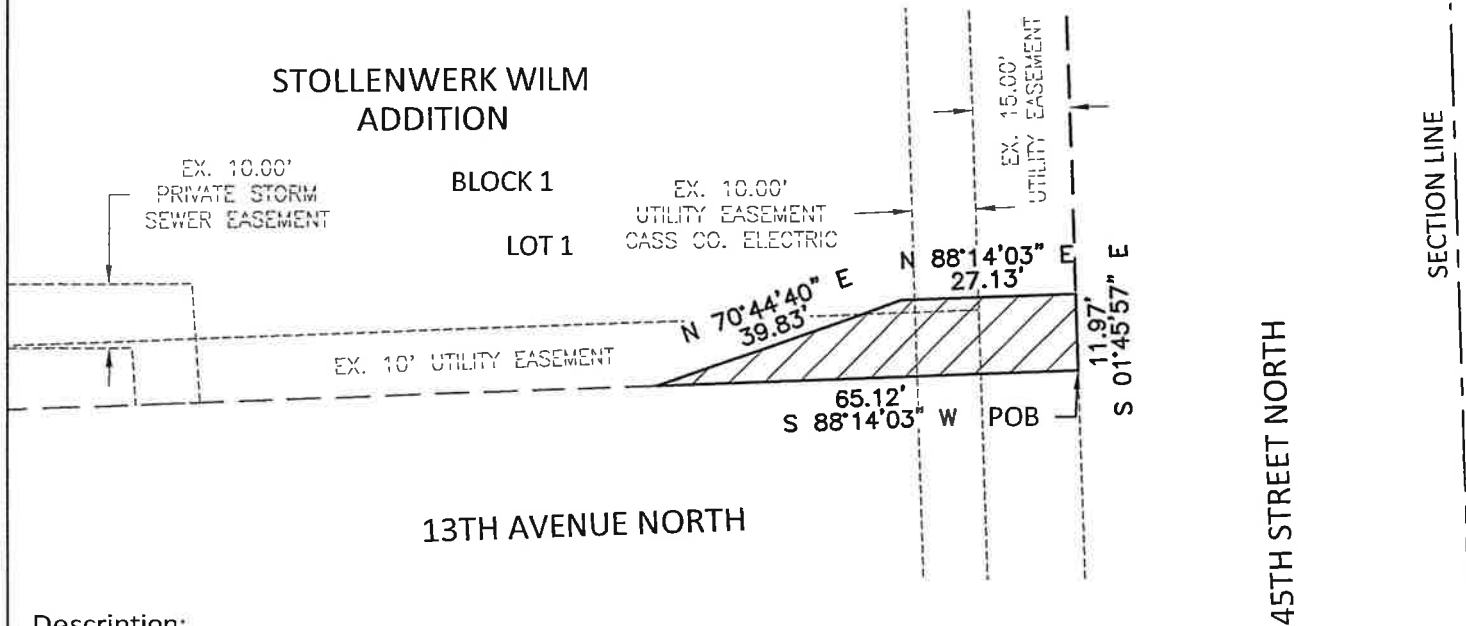

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney
MAYOR
SIGNATURE
DATE

EXHIBIT A

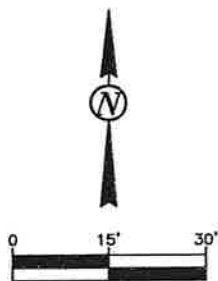


Description:

A tract of land in Lot 1, Block 1 of STOLLENWERK WILM ADDITION on file as document 1429736 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 1; thence South 88°14'03" West, on the south line of said Lot 1, a distance of 65.12 feet; thence North 70°44'40" East a distance of 39.83 feet; thence North 88°14'03" East, parallel with said south line of Lot 1, a distance of 27.13 feet, to a point on the west right-of-way line of 45th Street North; thence South 01°45'57" East, on said west right-of-way line, a distance of 11.97 feet to the point of beginning.

Said tract contains 553 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

- PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



PERMANENT EASEMENT

LOT 1, BLOCK 1, STOLLENWERK WILM ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 1

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **Peter M. Stollenwerk and Lorraine R. Stollenwerk**, individually and as the life tenants, **and MIS LLC**, a North Dakota limited liability company, as the remainder interest owner, hereinafter referred to collectively as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lot 1, Block 1 of STOLLENWERK WILM ADDITION on file as document 1429736 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 1; thence South 88°14'03" West, on the south line of said Lot 1, a distance of 65.12 feet; thence North 70°44'40" East a distance of 39.83 feet; thence North 88°14'03" East, parallel with said south line of Lot 1, a distance of 27.13 feet, to a point on the west right-of-way line of 45th Street North; thence South 01°45'57" East, on said west right-of-way line, a distance of 11.97 feet to the point of beginning.

Said tract contains 553 square feet, more or less.

Said easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said sidewalk, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said sidewalk and customary appurtenances was begun.

[Signature pages to follow]


IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 23 day of APRIL, 2024.

GRANTOR:

Peter M. Stollenwerk

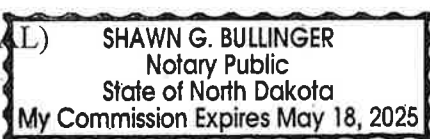

Lorraine R. Stollenwerk

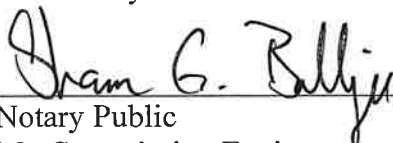

MIS LLC


By: Chris Stollenwerk
Its: President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

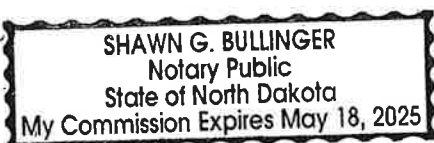
On this 23 day of APRIL, 2024, before me, a notary public in and for said county and state, personally appeared **Peter M. Stollenwerk** and **Lorraine R. Stollenwerk**, to me known to be the persons who are described in, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)  SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2025


Notary Public
My Commission Expires:

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 23 day of APRIL, 2024, before me, a notary public in and for said county and state, personally appeared CHRISTOPHER P STOLLENWERK to me known to be the PRESIDENT of MIS LLC, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)  SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2025


Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

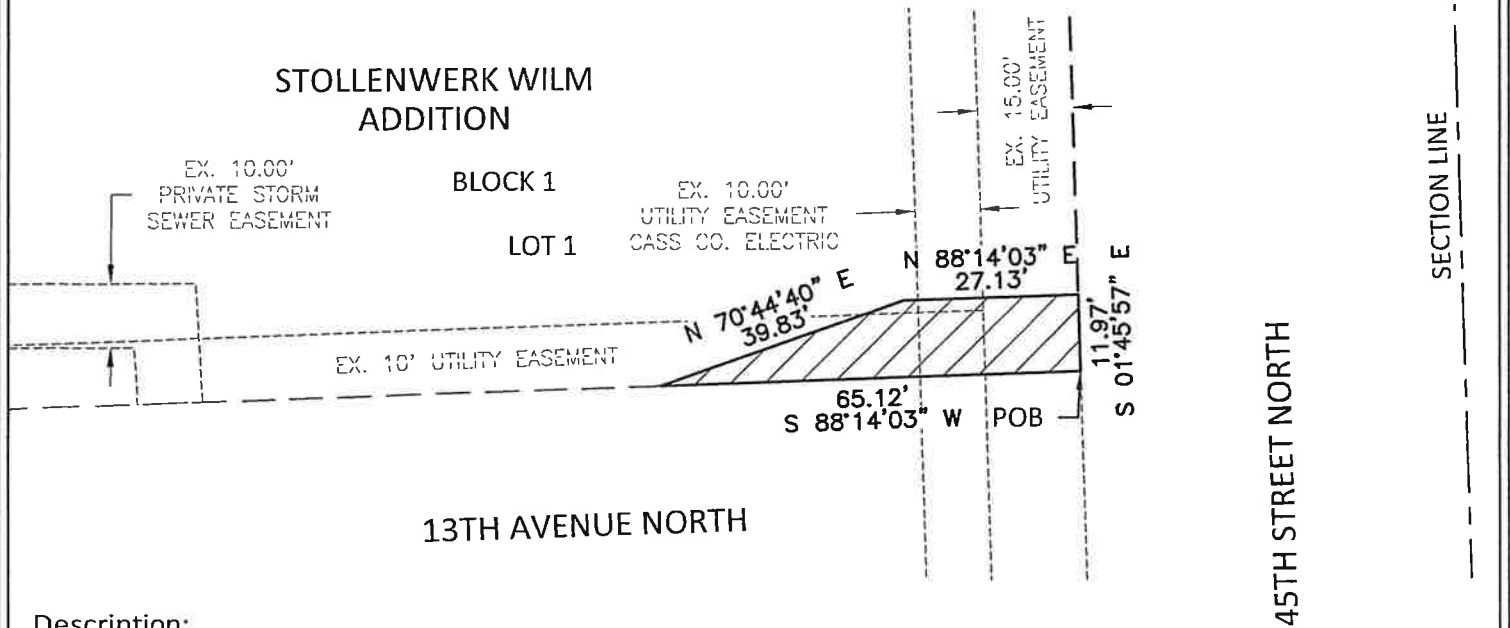
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

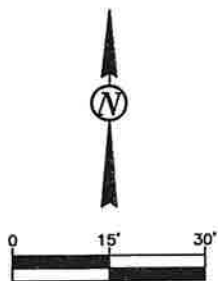


Description:

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Beginning at the southeast corner of said Lot 1; thence South 88°14'03" West, on the south line of said Lot 1, a distance of 65.12 feet; thence North 70°44'40" East a distance of 39.83 feet; thence North 88°14'03" East, parallel with said south line of Lot 1, a distance of 27.13 feet, to a point on the west right-of-way line of 45th Street North; thence South 01°45'57" East, on said west right-of-way line, a distance of 11.97 feet to the point of beginning.

Said tract contains 553 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

- PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



PERMANENT EASEMENT

LOT 1, BLOCK 1, STOLLENWERK WILM ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWB

DATE: MARCH 25, 2024

SHEET 1 OF 1

14

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-C1

Type: Change Order #3

Location: 26th St, 67th Ave S – 69th Ave S & Fulton Loop S

Date of Hearing: 4/22/2024

RoutingDate

City Commission

4/29/2024

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, related to Change Order #3, in the amount of \$115,097.57, which is needed for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$115,097.57, bringing the total contract amount to \$1,785,179.98.

On a motion by Steve Sprague, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$115,097.57, bringing the total contract amount to \$1,785,179.98 to Dakota Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Sales Tax

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

Yes	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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Michael Redlinger
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: April 22, 2024
Re: Improvement District No. BN-23-C1 – Change Order No. 3
Golden Valley 7th Addition

Background:

Improvement District No. BN-23-C1 is for the new construction of underground utilities, asphalt pavement and incidentals on 26th Street South between 67th Avenue South & 69th Avenue South & Fulton Loop South, west of 25th Street South along 26th Street South.

Initially, the project was planned to entail a shared use path starting at 64th Avenue and concluding at 73rd Avenue South, west of 25th Street, but prior to the bidding process the path limits were shortened so that it would end at 70th Avenue South. This adjustment was made due to funding constraints.

However, following the bidding of the 2024 sidewalk projects, we were pleasantly surprised to find that construction costs came in lower than anticipated. Particularly noteworthy was the significantly reduced cost of path concrete compared to our initial estimates, making an extension of the path project feasible.

After careful consideration, it has been decided that extending the path project limits to 73rd Avenue South, in alignment with the project's original intent, would be the more cost-effective approach. This extension will better serve the community's needs and maximize the project's impact. The cost of this extension will be covered by Sales Tax Infrastructure Funds.

Dakota Underground is the Prime Contactor.

1. Change Order #3 – See attached

Recommended Motion:

Approve Change Order #3 in the amount of \$115,097.57 for Improvement District No. BN-23-C1.



1110 25th Ave N • PO Box 1615 • Fargo, ND 58107-1615
800-726-4064 • Office 701-293-8599 • Fax 701-293-7811
Email sales@3Dspecialties.com

April 12, 2024

Dakota Underground
Attn: Bob Nelson/Jared Heller
4001 15th Ave NW
Fargo, ND 58102

RE: District#BN-23-C1
Fargo, ND

Bob/Jared,

3D will move the traffic control devices from the north side of the roundabout at 70th Ave S to the south side of the roundabout and install the devices from 70th Ave S – 73rd Ave S.

Additional labor to move traffic control devices

Lump Sum \$2,275.00
+10% for prime markup
= \$2,502

Sincerely,

A handwritten signature in cursive script that reads "Perry Birkholz".

Perry Birkholz
3D Specialties, Inc.



CHANGE ORDER REPORT

**NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-C1**

**ON 26TH ST S BETWEEN 67TH AVE S & 69TH AVE S & FULTON LOOP S, WEST OF
25TH ST S ALONG 26TH ST S.**

Change Order No	3	Change Order Date	4/12/2024
Contractor	Dakota Underground Co Inc		

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

EXPLANATION OF CHANGE Change Order # 3

Initially, the project was planned to entail a shared use path starting at 64th Avenue and concluding at 73rd Avenue South, west of 25th Street, but prior to the bidding process the path limits were shortened so that it would end at 70th Avenue South. This adjustment was made due to funding constraints.

However, following the bidding of the 2024 sidewalk projects, we were pleasantly surprised to find that construction costs came in lower than anticipated. Particularly noteworthy was the significantly reduced cost of path concrete compared to our initial estimates, making an extension of the path project feasible.

After careful consideration, it has been decided that extending the path project limits to 73rd Avenue South, in alignment with the project's original intent, would be the more cost-effective approach. This extension will better serve the community's needs and maximize the project's impact. The cost of this extension will be covered by Sales Tax Infrastructure Funds.

An estimated 954 CY of topsoil and 846 CY of excavation work will be needed, with 130 CY of topsoil and 648 CY of excavation being excess. All excess topsoil and excavation become the property of the contractor.

Section	Line No	Item Description	Unit	Orig		Prev		Curr		Tot	C/O Ext	
				Cont Qty	C/O Qty	Cont Qty	C/O Qty	Cont Qty	C/O Qty		Unit Price (\$)	Price (\$)
Paving - Shared Use Path	80	Excavation	CY	3238		3238		198		3436	\$10.00	\$1,980.00
	81	F&I Curb & Gutter Standard (Type II)	LF	65		65		105		170	\$35.00	\$3,675.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	83	F&I Sidewalk 4" Thick Reinf Conc	SY	99		99	6	105	\$65.00	\$390.00
	84	F&I Sidewalk 5" Thick Reinf Conc	SY	1908		1908	987	2895	\$65.00	\$64,155.00
	86	Remove Sidewalk All Thicknesses All Types	SY	25		25	11	36	\$20.00	\$220.00
	88	Casting to Grade - Blvd	EA	3		3	3	6	\$700.00	\$2,100.00
	89	GV Box to Grade - Blvd	EA	3		3	3	6	\$700.00	\$2,100.00
	90	Mulching Type 1 Hydro	SY	10163		10163	4944	15107	\$0.55	\$2,719.20
	91	Seeding Type B	SY	10163		10163	4944	15107	\$0.44	\$2,175.36
	92	Temp Construction Entrance	EA	4		4	1	5	\$0.01	\$0.01
	93	Sediment Control Log 6" to 8" Dia	LF	2400		2400	1125	3525	\$3.00	\$3,375.00
	94	Inlet Protection - Existing Inlet	EA	9		9	8	17	\$200.00	\$1,600.00
	95	Paint Epoxy Message	SF	27		27	20	47	\$110.00	\$2,200.00
Change Order 3	101	Topsoil - Strip & Spread	LS	0		0	1	1	\$9,540.00	\$9,540.00
	102	Topsoil - Haul	CY	0		0	130	130	\$6.00	\$780.00
	103	Excavate & Haul - Excess Material	CY	0		0	648	648	\$16.00	\$10,368.00
	104	F&I Edge Drain 4" Dia PVC	LF	0		0	102	102	\$15.00	\$1,530.00
	105	Remove Pavement 10" Thick Conc	SY	0		0	205	205	\$18.00	\$3,690.00
	106	Traffic Control - Type 2	LS	0		0	1	1	\$2,500.00	\$2,500.00
Change Order 3 Sub Total									\$86,689.57	\$28,408.00

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Special Assessments
\$115,097.57
\$3,433.60
\$1,666,648.81
\$1,785,179.98

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

APPROVED

For Contractor

Title

Bob Johnson 4/19/24
Dale & Daley and Company
Proj. Manager

APPROVED DATE

Department Head

Mayor

Attest

T. Kelly

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-G1

Type: 2024 CIP Revision

Location: 32nd Avenue South

Date of Hearing: 4/8/2024

RoutingDate

City Commission

4/29/2024

PWPEC File

X

Project File

Tom Knakmuhs

The Committee reviewed a communication from City Engineer, Tom Knakmuhs, regarding the addition of Improvement District No. BR-23-G1 to the 2024 CIP.

BR-23-G1, the reconstruction of 32nd Avenue South from 22nd Street South to 18th Street South, was part of the approved 2024 Capital Improvement Plan (CIP) and initially scheduled to be bid on January 26, 2024. In December 2023, the NDDOT notified us that due to Congress not passing a full-year funding appropriation, only partial TMA funds were available through a continuing resolution meaning there were insufficient funds to bid this project in January. After evaluating our options it was decided to schedule bid opening to October 11, 2024.

Engineering is seeking to move BR-23-G1 from the 2024 CIP to the 2025 CIP.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of moving Improvement District No. BR-23-G1 from the 2024 CIP to the 2025 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve moving Improvement District No. BR-23-G1 from the 2024 CIP to the 2025 CIP.

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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

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"/>	Ryan Erickson
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Tom Knakmuhs, PE, City Engineer
Date: April 18, 2024
Re: 2024 Capital Improvement Plan Revision – BR-23-G1

Background:

BR-23-G1, the reconstruction of 32nd Avenue South from 22nd Street South to 18th Street South, was part of the approved 2024 Capital Improvement Plan (CIP) and initially scheduled to be bid on January 26, 2024.

In December 2023, the NDDOT notified us that due to Congress not passing a full-year funding appropriation, only partial TMA funds were available through a continuing resolution. Consequently, there were insufficient funds to bid this project in January. Therefore, we rescheduled the bid opening for February 2024.

A similar notification from the NDDOT in January 2024 prompted us to further delay the bid opening to March 2024.

In February 2024, we once again received notice from the NDDOT that funding was still unavailable. We then evaluated the impact to the project if we were to postpone the bid opening to April or May of 2024. Through that analysis, we found that splitting the project, with one half constructed in 2024 and the remainder in 2025, would result in significant cost increases due to additional demobilization and remobilization, increases to traffic control, and temporary infrastructure requirements between the construction seasons. Consequently, we decided to schedule the bid opening to October 11, 2024.

Therefore, I recommend moving BR-23-G1 from the 2024 CIP to the 2025 CIP.

Recommended Motion:

Approve moving BR-23-G1 from the 2024 CIP to the 2025 CIP.

TAK/klb



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 24, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-24-G1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 24, 2024, for Asphalt Mill & Overlay, Improvement District No. PR-24-G1, located as follows: Section 1 - 13th Ave. S. to 17th Ave. S. between 45th St. S. to City limits, Section 2 - 35th St. S., 34th St. S., & Prairiewood Cir. S., Section 3 - 20th Ave. S. & Sundance Cir. S., Section 4 - 18th St. S. & Gold Dr. S., Section 5 - 32 Ave. S. to 37 1/2 Ave. S. between 32nd St. S. and 36th St. S., Section 6 - 44th Ave. S., Section 7 - 25 Ave. N., 28th Ave. N. and 12th St. N.

The bids were as follows:

Border States Paving Inc	\$2,913,976.48
R J Zavoral & Sons	\$3,246,347.92
FM Asphalt LLC	\$3,311,592.63
Northern Improvement Co	\$3,366,185.80
Engineers Estimate	\$3,008,263.75

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$2,913,976.48 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Improvement District # PR-24-G1
Asphalt Mill & Overlay

Section 1 - 13th Ave S to 17th Ave S between 45th St S to City limits, Section 2 - 35th St S, 34th St S, & Prairiewood Cir. S, Section 3 - 20th Ave S & Sundance Cir. S., Section 4 - 18th St. S & Gold Dr. S., Section 5 - 32 Ave S to 37 1/2 Ave S between 32nd St. S. and 36th St. S., Section 6 - 44th Ave S., Section 7 - 25 Ave. N., 28th Ave N and 12th St. N

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:

Asphalt Mill & Overlay Improvement District # PR-24-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1 -Paving					
1	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	15.80	31,600.00
2	Rem & Repl Curb & Gutter	LF	1,000.00	73.30	73,300.00
3	F&I Sidewalk 6" Thick Reinf Conc	SY	71.00	126.00	8,946.00
4	Remove Sidewalk All Thicknesses All Types	SY	71.00	22.10	1,569.10
5	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.20	8,400.00
6	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
7	F&I Det Warn Panels Cast Iron	SF	144.00	61.00	8,784.00
8	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6,800.00	80.00	544,000.00
9	Casting to Grade - no Conc	EA	1.00	274.00	274.00
10	GV Box to Grade - no Conc	EA	3.00	87.10	261.30
11	Rem & Repl Pavement 9" Thick Asph	SY	100.00	100.00	10,000.00
12	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	55,142.00	2.15	118,555.30
13	Sodding	SY	200.00	55.70	11,140.00
14	F&I Grooved Plastic Film 16" Wide	LF	78.00	31.50	2,457.00
15	F&I Grooved Plastic Film 24" Wide	LF	234.00	57.80	13,525.20
16	Paint Epoxy Line 4" Wide	LF	8,087.00	3.70	29,921.90
17	Paint Epoxy Line 8" Wide	LF	3,116.50	6.85	21,348.03
18	Paint Epoxy Line 24" Wide	LF	306.00	26.30	8,047.80
19	Paint Epoxy Message	SF	852.00	21.00	17,892.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Traffic Control - Type 1	LS	1.00	18,000.00	18,000.00
21	F&I Detection In-Ground Loop	EA	6.00	4,200.00	25,200.00
Section 1 -Paving Total					959,721.63
Section 1 - Storm Sewer					
22	Repair Inlet	EA	12.00	520.00	6,240.00
23	F&I Repair Band 4" thru 12" Dia	EA	12.00	1,420.00	17,040.00
Section 1 - Storm Sewer Total					23,280.00
Section 2 - Paving					
24	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	15.80	31,600.00
25	Rem & Repl Curb & Gutter	LF	1,000.00	73.30	73,300.00
26	F&I Sidewalk 6" Thick Reinf Conc	SY	25.00	131.00	3,275.00
27	Remove Sidewalk All Thicknesses All Types	SY	25.00	22.60	565.00
28	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.20	8,400.00
29	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
30	F&I Det Warn Panels Cast Iron	SF	36.00	61.00	2,196.00
31	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,300.00	80.00	184,000.00
32	Casting to Grade - no Conc	EA	1.00	274.00	274.00
33	GV Box to Grade - no Conc	EA	5.00	87.10	435.50
34	Rem & Repl Pavement 8" Thick Asph	SY	200.00	125.00	25,000.00
35	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	18,000.00	2.30	41,400.00
36	Sodding	SY	200.00	55.70	11,140.00
37	Paint Epoxy Line 4" Wide	LF	396.00	3.70	1,465.20
38	Paint Epoxy Line 8" Wide	LF	101.00	6.85	691.85
39	Paint Epoxy Line 16" Wide	LF	21.00	26.30	552.30
40	Paint Epoxy Message	SF	32.00	21.00	672.00
41	Traffic Control - Type 1	LS	1.00	18,000.00	18,000.00
Section 2 - Paving Total					409,466.85
Section 2 - Storm Sewer					
42	Repair Inlet	EA	5.00	520.00	2,600.00
43	F&I Repair Band 4" thru 12" Dia	EA	3.00	1,420.00	4,260.00
Section 2 - Storm Sewer Total					6,860.00
Section 3 - Paving					
44	Rem & Repl Curb & Gutter	LF	500.00	73.60	36,800.00
45	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	137.00	1,370.00
46	Remove Sidewalk All Thicknesses All Types	SY	10.00	22.10	221.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
47	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.20	8,400.00
48	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
49	F&I Det Warn Panels Cast Iron	SF	16.00	61.00	976.00
50	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,400.00	80.00	112,000.00
51	Casting to Grade - no Conc	EA	1.00	274.00	274.00
52	GV Box to Grade - no Conc	EA	1.00	86.90	86.90
53	Rem & Repl Pavement 9" Thick Asph	SY	100.00	100.00	10,000.00
54	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	11,020.00	2.45	26,999.00
55	Sodding	SY	50.00	55.70	2,785.00
56	Paint Epoxy Line 4" Wide	LF	316.00	3.70	1,169.20
57	Paint Epoxy Line 8" Wide	LF	32.00	6.85	219.20
58	Traffic Control - Type 1	LS	1.00	18,000.00	18,000.00
Section 3 - Paving Total					225,800.30
Section 3 - Storm Sewer					
59	Repair Inlet	EA	2.00	520.00	1,040.00
60	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	15.80	15,800.00
Section 3 - Storm Sewer Total					16,840.00
Section 4 - Paving					
61	Connect Pipe to Exist Structure	EA	1.00	681.00	681.00
62	F&I Edge Drain 4" Dia PVC	LF	320.00	10.20	3,264.00
63	Adjust Curb & Gutter - Mud/Sand Jack	LF	600.00	15.80	9,480.00
64	Rem & Repl Curb & Gutter	LF	300.00	76.50	22,950.00
65	F&I Sidewalk 6" Thick Reinf Conc	SY	16.00	129.00	2,064.00
66	Remove Sidewalk All Thicknesses All Types	SY	16.00	22.60	361.60
67	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
68	F&I Det Warn Panels Cast Iron	SF	44.00	61.00	2,684.00
69	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
70	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,500.00	80.00	120,000.00
71	Casting to Grade - no Conc	EA	1.00	274.00	274.00
72	GV Box to Grade - no Conc	EA	7.00	87.10	609.70
73	Rem & Repl Pavement 9" Thick Asph	SY	600.00	100.00	60,000.00
74	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	11,220.00	2.35	26,367.00
75	Sodding	SY	50.00	55.70	2,785.00
76	Paint Epoxy Line 4" Wide	LF	964.00	3.70	3,566.80
77	Paint Epoxy Line 8" Wide	LF	242.00	6.85	1,657.70

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
78	Paint Epoxy Line 24" Wide	LF	108.00	26.30	2,840.40
79	Paint Epoxy Message	SF	32.00	21.00	672.00
80	Traffic Control - Type 1	LS	1.00	18,000.00	18,000.00
Section 4 - Paving Total					288,957.20
Section 4 - Storm Sewer					
81	Repair Inlet	EA	2.00	520.00	1,040.00
82	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,520.00	1,520.00
Section 4 - Storm Sewer Total					2,560.00
Section 5 - Paving					
83	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	15.80	31,600.00
84	Rem & Repl Curb & Gutter	LF	700.00	75.40	52,780.00
85	F&I Sidewalk 6" Thick Reinf Conc	SY	76.00	126.00	9,576.00
86	Remove Sidewalk All Thicknesses All Types	SY	76.00	22.10	1,679.60
87	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	4.20	12,600.00
88	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
89	F&I Det Warn Panels Cast Iron	SF	168.00	61.00	10,248.00
90	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,000.00	80.00	320,000.00
91	Casting to Grade - no Conc	EA	1.00	274.00	274.00
92	GV Box to Grade - no Conc	EA	7.00	87.10	609.70
93	Rem & Repl Pavement 9" Thick Asph	SY	100.00	100.00	10,000.00
94	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	31,500.00	2.15	67,725.00
95	Sodding	SY	150.00	55.70	8,355.00
96	Paint Epoxy Line 4" Wide	LF	394.00	3.70	1,457.80
97	Paint Epoxy Line 8" Wide	LF	58.00	6.85	397.30
98	Paint Epoxy Line 24" Wide	LF	64.00	26.30	1,683.20
99	Traffic Control - Type 1	LS	1.00	3,620.00	3,620.00
Section 5 - Paving Total					539,105.60
Section 5 - Storm Sewer					
100	Repair Inlet	EA	8.00	520.00	4,160.00
101	F&I Repair Band 4" thru 12" Dia	EA	8.00	1,420.00	11,360.00
Section 5 - Storm Sewer Total					15,520.00
Section 6 - Paving					
102	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	15.80	7,900.00
103	Rem & Repl Curb & Gutter	LF	250.00	80.70	20,175.00
104	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
105	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
106	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,220.00	80.00	97,600.00
107	Casting to Grade - no Conc	EA	1.00	274.00	274.00
108	GV Box to Grade - no Conc	EA	1.00	86.90	86.90
109	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	8,740.00	2.55	22,287.00
110	Sodding	SY	25.00	55.70	1,392.50
111	Paint Epoxy Line 24" Wide	LF	36.00	26.30	946.80
112	Traffic Control - Type 1	LS	1.00	19,000.00	19,000.00
Section 6 - Paving Total					178,262.20
Section 6 - Storm Sewer					
113	Repair Inlet	EA	1.00	520.00	520.00
Section 6 - Storm Sewer Total					520.00
Section 7 - Paving					
114	Rem & Repl Curb & Gutter	LF	100.00	81.70	8,170.00
115	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	130.00	6,500.00
116	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,300.00	80.00	184,000.00
117	Repair Crack - Rout and Fill	LF	640.00	6.55	4,192.00
118	Casting to Grade - no Conc	EA	12.00	275.00	3,300.00
119	GV Box to Grade - no Conc	EA	7.00	87.10	609.70
120	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	400.00	17.10	6,840.00
121	Sodding	SY	25.00	55.70	1,392.50
122	Weed Control Type A	SY	12,800.00	0.16	2,048.00
123	F&I Grooved Plastic Film 16" Wide	LF	45.00	31.50	1,417.50
124	Paint Epoxy Line 4" Wide	LF	340.00	3.70	1,258.00
125	Paint Epoxy Line 8" Wide	LF	200.00	6.85	1,370.00
126	Paint Epoxy Message	SF	150.00	26.30	3,945.00
127	Traffic Control - Type 1	LS	1.00	21,000.00	21,000.00
Section 7 - Paving Total					246,042.70
Section 7 - Storm Sewer					
128	Repair Inlet	EA	2.00	520.00	1,040.00
Section 7 - Storm Sewer Total					1,040.00
Total Construction in \$					2,913,976.48

Engineering	10.00%	291,397.65
Admin	4.00%	116,559.06
Legal	3.00%	87,419.31
Interest	4.00%	116,559.06
Contingency	5.00%	145,698.83
Total Estimated Costs		3,671,610.39
Special Assessments		1,785,580.97
Utility Funds - Stormwater - 524		41,970.60
Utility Funds - Street Lights - 528		90,062.70
State Funds - Other ND		1,753,996.12
Unfunded Costs		0.00

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

Date: 04/24/2024



Thomas Knakmuhs

City Engineer





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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 24, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-24-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 24, 2024, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-24-F1, located as follows: Northern Pacific Ave. N. from 8th St. to 170' E of 8th St. N.; 8th St. N. from BNSF RR Tracks to 100' N of Northern Pacific Ave. N.

The bids were as follows:

Master Construction Co Inc	\$1,871,362.80
Dakota Underground Co Inc	\$2,758,226.50
All Finish Concrete	\$2,782,007.00

Engineers Estimate	\$2,080,744.40
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Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$1,871,362.80 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Improvement District # BR-24-F1
Paving And Utility Rehab/Reconstruction

Northern Pacific Ave N from 8th St to 170' E of 8th St N; 8th St N
from BNSF RR Tracks to 100' N of Northern Pacific Ave N.

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-24-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	2.00	1,000.00	2,000.00
2	Remove Pipe All Sizes All Types	LF	193.00	10.00	1,930.00
3	Modify Manhole	EA	1.00	2,975.00	2,975.00
4	Connect Sewer Service	EA	1.00	1,510.00	1,510.00
5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	10.00	110.00	1,100.00
6	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	193.00	140.00	27,020.00
7	Connect Pipe to Exist Structure	EA	2.00	1,275.00	2,550.00
Sanitary Sewer Total					39,085.00
Water Main					
8	Remove Pipe All Sizes All Types	LF	440.00	10.00	4,400.00
9	Furnish Temp Water Svc	EA	2.00	5,000.00	10,000.00
10	F&I Meter Vault	EA	1.00	5,000.00	5,000.00
11	F&I Hydrant	EA	4.00	8,250.00	33,000.00
12	F&I Fittings C153 Ductile Iron	LB	1,895.00	10.50	19,897.50
13	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	5.00	106.00	530.00
14	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	132.00	140.00	18,480.00
15	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	54.00	150.00	8,100.00
16	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	705.00	165.00	116,325.00
17	F&I Gate Valve 4" Dia	EA	1.00	2,400.00	2,400.00
18	F&I Gate Valve 6" Dia	EA	6.00	2,725.00	16,350.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Gate Valve 8" Dia	EA	2.00	3,410.00	6,820.00
20	F&I Gate Valve 10" Dia	EA	4.00	4,600.00	18,400.00
21	F&I Pipe w/GB 1" Dia Water Service	LF	33.00	75.00	2,475.00
22	Connect Water Service	EA	1.00	1,000.00	1,000.00
23	Rem & Repl CS & Box 1" Dia	EA	1.00	1,300.00	1,300.00
Water Main Total					264,477.50
Storm Sewer					
24	Remove Manhole	EA	4.00	700.00	2,800.00
25	Remove Inlet	EA	6.00	300.00	1,800.00
26	Remove Pipe All Sizes All Types	LF	442.00	10.00	4,420.00
27	F&I Manhole 4' Dia Reinf Conc	EA	4.00	6,000.00	24,000.00
28	F&I Manhole 5' Dia Reinf Conc	EA	1.00	6,500.00	6,500.00
29	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	5,900.00	5,900.00
30	F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	3,600.00	14,400.00
31	F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	2,100.00	4,200.00
32	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	13.00	120.00	1,560.00
33	F&I Pipe w/GB 12" Dia Reinf Conc	LF	122.00	130.00	15,860.00
34	F&I Pipe w/GB 15" Dia Reinf Conc	LF	377.00	140.00	52,780.00
35	F&I Pipe w/GB 18" Dia Reinf Conc	LF	52.00	150.00	7,800.00
36	F&I Pipe w/GB 21" Dia Reinf Conc	LF	35.00	160.00	5,600.00
37	Connect Pipe to Exist Pipe	EA	1.00	910.00	910.00
38	Connect Pipe to Exist Structure	EA	2.00	1,250.00	2,500.00
Storm Sewer Total					151,030.00
Paving					
39	Traffic Control - Type 1	LS	1.00	15,000.00	15,000.00
40	Temp Fence - Safety	LF	700.00	30.00	21,000.00
41	Construction Signing	SF	10.00	10.00	100.00
42	Construction Inspection of Structures and Monitoring	LS	1.00	40,000.00	40,000.00
43	Remove Pavement All Thicknesses All Types	SY	3,590.00	20.00	71,800.00
44	Remove Curb & Gutter	LF	1,247.00	10.00	12,470.00
45	Remove Driveway All Thicknesses All Types	SY	193.00	10.00	1,930.00
46	Remove Sidewalk All Thicknesses All Types	SY	1,122.00	10.00	11,220.00
47	Subgrade Preparation	SY	3,633.00	5.00	18,165.00
48	F&I Woven Geotextile	SY	3,633.00	3.00	10,899.00
49	F&I Class 5 Agg - 12" Thick	SY	3,633.00	21.00	76,293.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	F&I Edge Drain 4" Dia PVC	LF	1,205.00	10.00	12,050.00
51	F&I Curb & Gutter Standard (Type II)	LF	1,283.00	49.00	62,867.00
52	F&I Pavement 9" Thick Doweled Conc	SY	2,980.00	125.00	372,500.00
53	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	91.00	400.00	36,400.00
54	F&I Median Nose Conc	SY	20.00	100.00	2,000.00
55	F&I Sidewalk 4" Thick Reinf Conc	SY	1,063.00	95.00	100,985.00
56	F&I Sidewalk 6" Thick Reinf Conc	SY	35.00	100.00	3,500.00
57	F&I Driveway 7" Thick Reinf Conc	SY	192.00	105.00	20,160.00
58	F&I Det Wam Panels Cast Iron	SF	181.00	70.00	12,670.00
59	Salvage & Reuse Casting	EA	7.00	1,200.00	8,400.00
60	Casting to Grade - w/Conc	EA	20.00	1,200.00	24,000.00
61	Casting to Grade - no Conc	EA	1.00	700.00	700.00
62	GV Box to Grade - Blvd	EA	2.00	250.00	500.00
63	GV Box to Grade - w/Conc	EA	12.00	500.00	6,000.00
64	F&I Casting Water Service	EA	1.00	300.00	300.00
65	Boulevard Grading	SY	205.00	10.00	2,050.00
66	Seeding Type C	SY	205.00	10.00	2,050.00
67	Mulching Type 1 Hydro	SY	205.00	3.00	615.00
68	Weed Control Type B	SY	205.00	1.00	205.00
69	Stormwater Management	LS	1.00	1,000.00	1,000.00
70	Inlet Protection - Existing Inlet	EA	13.00	220.00	2,860.00
71	Inlet Protection - New Inlet	EA	8.00	220.00	1,760.00
Paving Total					952,449.00
Street Amenities					
72	F&I Shared Use Path 4" Thick Reinf Conc	SY	125.00	85.00	10,625.00
73	F&I Impressioned 4" Thick Reinf Conc	SY	210.00	190.00	39,900.00
74	F&I Decorative 4" Thick Reinf Conc	SY	76.00	100.00	7,600.00
75	F&I Edge Drain 4" Dia PVC	LF	216.00	15.00	3,240.00
76	Topsoil - Import Special	CY	62.00	50.00	3,100.00
Street Amenities Total					64,465.00
Street Lights					
77	Remove Street Light	EA	6.00	550.00	3,300.00
78	Remove Base	EA	6.00	3,300.00	19,800.00
79	Interim Lighting System	LS	1.00	45,000.00	45,000.00
80	F&I Pull Box	EA	1.00	2,700.00	2,700.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
81	F&I Base 6' Deep Reinf Conc	EA	8.00	2,000.00	16,000.00
82	F&I Innerduct 1.5" Dia	LF	1,172.00	20.00	23,440.00
83	F&I Conductor #6 USE Cu	LF	4,095.00	2.50	10,237.50
84	F&I Light Standard Type A	EA	8.00	7,000.00	56,000.00
85	F&I Luminaire Type C	EA	8.00	2,000.00	16,000.00
86	Remove Feed Point	EA	1.00	2,000.00	2,000.00
87	F&I Luminaire Type A	EA	4.00	1,300.00	5,200.00
88	F&I Luminaire Extension	EA	4.00	10,000.00	40,000.00
Street Lights Total					239,677.50
Pavement Marking					
89	F&I Grooved Plastic Film 16" Wide	LF	81.00	40.00	3,240.00
90	F&I Grooved Plastic Film 24" Wide	LF	174.00	65.00	11,310.00
91	F&I Grooved Contrast Film 7" Wide	LF	451.00	20.00	9,020.00
92	F&I Grooved Thermoplastic Pavement Marking Message	SF	53.00	90.00	4,770.00
93	F&I Pavement Markings Green	SF	120.00	65.00	7,800.00
94	Obliterate Pavement Markings	SF	48.50	14.00	679.00
95	F&I Grooved Plastic Film Message	SF	48.00	44.00	2,112.00
96	F&I Grooved Plastic Film 4" Wide	LF	1,439.00	14.00	20,146.00
97	Paint Epoxy Line 4" Wide	LF	155.00	9.00	1,395.00
98	F&I Grooved Plastic Film 8" Wide	LF	50.00	40.00	2,000.00
Pavement Marking Total					62,472.00
Signing					
99	F&I Sign Assembly	EA	5.00	80.00	400.00
100	F&I Sign Assembly & Anchor	EA	12.00	180.00	2,160.00
101	F&I Diamond Grade Cubed	SF	64.10	30.00	1,923.00
102	F&I High Intensity Prismatic	SF	28.80	26.00	748.80
Signing Total					5,231.80
Traffic Signals					
103	Remove Signal Standard Type IV/Combo	EA	4.00	4,000.00	16,000.00
104	Remove Foundation Type IV/Combo	EA	4.00	1,500.00	6,000.00
105	Modify Traffic Signal System	LS	1.00	2,700.00	2,700.00
106	Salvage Traffic Signal Equipment	LS	1.00	5,500.00	5,500.00
107	Salvage Traffic Signal MA	EA	4.00	3,000.00	12,000.00
108	F&I Conduit 2" Dia	LF	365.00	25.00	9,125.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
109	Remove Pull Box	EA	1.00	1,600.00	1,600.00
110	F&I Fiber Vault	EA	1.00	17,000.00	17,000.00
111	F&I Pull Box	EA	1.00	6,550.00	6,550.00
112	F&I PTZ Camera System	EA	1.00	16,000.00	16,000.00
Traffic Signals Total					92,475.00
Total Construction in \$					1,871,362.80

Engineering	10.00%	187,136.28
Admin	4.00%	74,854.51
Legal	3.00%	56,140.89
Interest	4.00%	74,854.51
Contingency	5.00%	93,568.15
Total Estimated Costs		2,357,917.14
State Funds - Other ND		1,791,202.60
Special Assessments		566,714.54
Unfunded Costs		0.00

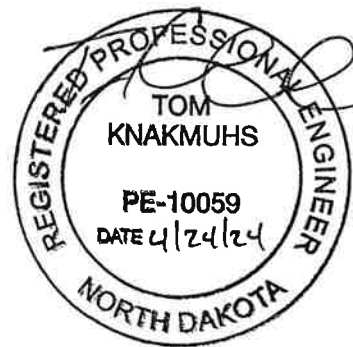
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/24/2024



Thomas Knakmuhs

City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

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

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

(18)

Alley Paving

Improvement
District No.

AN-24-B

Call For Bids	<u>April 29</u>	, <u>2024</u>
Advertise Dates	<u>May 8 & 15</u>	, <u>2024</u>
Bid Opening Date	<u>June 5</u>	, <u>2024</u>
Substantial Completion Date	<u>September 27</u>	, <u>2024</u>
Final Completion Date	<u>October 11</u>	, <u>2024</u>

N/A

PWPEC Report (Part of 2024 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Dan Eberhardt)

N/A

Supplemental Funding Language Included

Project Engineer

Matthew Jennings

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:

X

Create District (Attach Copy of Legal Description)

X

Order Plans & Specifications

X

Approve Plans & Specifications

X

Adopt Resolution of Necessity

N/A

Approve Escrow Agreement (Attach Copy for Commission Office Only)

X

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



**ENGINEER'S REPORT
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-24-B
FROM 4 ST TO 5 ST S BETWEEN 8 AVE & 9 AVE S**

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 4th Street South to 5th Street South between 8th Avenue South & 9th Avenue South in Woodruff's Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

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 benefitting 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 \$116,842.00 The cost breakdown is as follows:

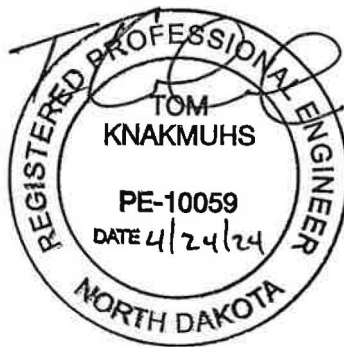
Special Assessments		
Construction Cost		\$116,842.00
Fees		
Admin	4%	\$4,673.68
Contingency	5%	\$5,842.10
Engineering	10%	\$11,684.20
Interest	4%	\$4,673.68
Legal	3%	\$3,505.26
Total Estimated Cost		\$147,220.92
Funding		
Special Assessments	100.00%	\$147,220.92

Project Funding Summary

Special Assessments	100.00%	\$147,220.92
Total Estimated Project Cost		\$147,220.92

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



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

Thomas Knakmuhs, PE
City Engineer



**LOCATION AND COMPRISING
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-24-B
FROM 4 ST TO 5 ST S BETWEEN 8 AVE & 9 AVE S**

LOCATION:

From 8th Avenue to 9th Avenue South between 4th Street and 5th Street South.

COMPRISING:

Lot 1, and West 10 feet of Lot 2, Block 1.

East 40 feet of Lot 2, Block 1.

West 36 feet of Lot 7, Block 1.

East 35 1/2 feet of Lot 7, Block 1.

East 60 3/4 feet of Lot 10, Block 1.

West 10 3/4 feet of Lot 10 & all of Lot 11, Block 1.

Lots 3,4,5,6 also 8 and 9, Block 1.

Lots 12 through 16, Block 1.

All in Woodruffs Addition.

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



8 AVE S

5 ST S

BLOCK 1							
1	2	3	4	5	6	7	8
WOODRUFF'S ADDITION							
16	15	14	13	12	11	10	9
BLOCK 1							

4 ST S

9 AVE S

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ALLEY PAVING IMPROVEMENT

IMPROVEMENT DISTRICT NO. AN-24-B



(21)

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 29, 2024

Receive & File: General Fund Budget to Actual through 3/31/2024
1Q24 YE Projections

Note: 1Q24 YE Projections will be an agenda item at the 2Q Finance Committee meeting in May. If you have specific questions prior to the meeting, please feel free to contact me.

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

Budget Adjustments
Health – Ryan White Part B Grant Award

Purchase Authorization Adjustment

Other Financial Considerations

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - Through March 31, 2024
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 40,088	\$ 39,254	\$ (834)
2 Licenses & Permits	1,487	961	(526)
3 Intergovernmental Revenue	2,602	1,838	(764)
4 Charges for Services	2,232	1,436	(796)
5 Fines & Traffic Tickets	339	330	(9)
6 Interest	987	2,496	1,508
7 Miscellaneous Revenue	262	84	(178)
8 Transfers In	3,256	3,256	-
Total Revenues	\$ 51,253	\$ 49,655	\$ (1,599)
EXPENDITURES:			
9 General Government	\$ 7,264	\$ 7,041	\$ 223
10 Public Safety	11,183	10,251	933
11 Public Works	3,811	3,043	768
12 Health & Welfare	3,811	3,438	373
13 Culture & Recreation	1,285	1,247	37
14 Economic Development	127	50	77
15 General Support	329	278	52
16 Capital Outlay	53	93	(39)
17 Operating Transfers	95	70	25
18 Contingency (Salary Savings)	(341)	1	(341)
Total Expenditures	\$ 27,617	\$ 25,512	\$ 2,105
Revenue Over (Under) Expenditures	\$ 23,636	\$ 24,143	\$ 507

City of Fargo, North Dakota
General Fund - 2024 Year End Projections
 As of March 31, 2024
 Amounts shown in thousands

	YTD 2024 Actual	Remaining 2024 Estimates	YE 2024 Projections
REVENUES:			
1 Taxes	\$ 39,254	\$ 13,061	\$ 52,315
2 Licenses & Permits	961	5,371	6,332
3 Intergovernmental Revenue	1,838	22,003	23,841
4 Charges for Services	1,436	13,957	15,393
5 Fines & Traffic Tickets	330	1,352	1,682
6 Interest	2,496	5,001	7,497
7 Miscellaneous Revenue	84	866	950
8 Transfers In	3,256	9,768	13,024
Total Revenues	\$ 49,655	\$ 71,377	\$ 121,032
EXPENDITURES:			
9 General Government	\$ 7,041	\$ 20,243	\$ 27,284
10 Public Safety	10,251	40,089	50,340
11 Public Works	3,043	12,082	15,125
12 Health & Welfare	3,438	12,305	15,743
13 Culture & Recreation	1,247	4,218	5,465
14 Economic Development	50	381	431
15 General Support	278	1,020	1,298
16 Capital Outlay	93	177	270
17 Operating Transfers	70	6,028	6,098
18 Contingency (Salary Savings)	1	(1,023)	(1,022)
Total Expenditures	\$ 25,512	\$ 95,520	\$ 121,032
Revenue Over (Under) Expenditures	\$ 24,143	\$ (24,143)	\$ 0

Report of Action:
FAHR Meeting of 4/22/2024



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

Department: Health Department

Description: Approve grant award of \$376,000 for the Ryan White Part B program, along with related Budget Adjustments. Note: The 2024 Budget included \$300,000 Grant revenue and expense for this program, consistent with historical annual awards. The budget adjustment is to receive and expend the additional funds.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve grant award of \$376,000 for the Ryan White Part B program, along with related Budget Adjustments of the additional \$76,000 not included in the 2024 budget.



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

DATE: APRIL 17, 2024

RE: BUDGET ADJUSTMENT
NO: G23.713 CFDA: 93.917
FUNDS: \$376,000
EXPIRES: 03/31/2025

The attached notice of grant award is providing funding of \$376,000 for Ryan White Part B program. The Mayor's signature was obtained 04/12/2024 so we could return to the State and execution was not delayed.

BUDGET ADJUSTMENTS

REVENUE

Ryan White	101-0000-331-12-09	\$76,000
------------	--------------------	----------

EXPENSES

Ryan White Services	101-6040-451-33-58	\$76,000
---------------------	--------------------	----------

Thank you for your consideration,

Desi Fleming MSN, RN
Director of Public Health

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to Finance 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 when presented to Committees. Any budget adjustments that increase expenditures **MUST** be approved by **BOTH** the Finance Committee & Commission to be entered.

DEPARTMENT: Health

REQUESTED BY: Desi Fleming

PROJECT NUMBER : HE22

DATE PREPARED: 4/17/2024

DESCRIPTION OF REQUEST:

G23.713 Ryan White Part B Program, EXP 03/31/2025. Grant award was increased from last funding cycle. Grant award pays for 1 RN and services of eligible clients plus 10%. EX24124

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-09	\$ 300,000	+ \$ 76,000	= \$ 376,000
		+	= \$ -
		+	= \$ -
		+	= \$ -
	TOTAL REVENUE ADJUSTMENTS:	\$ 76,000	

[illegible]

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 COMMITTEE REVIEW DATE:

COMMISSION APPROVED ON:

ENTERED BY FINANCE: Date:


By:

BA#



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 24, 2024

**RE: NOTICE OF GRANT AWARD AMENDMENT FOR THE
DETECTION AND MITIGATION OF COVID-19 IN HOMELESS
SHELTERS.**
NO: G21.965A CFDA: 93.323
FUNDS: \$5,000 ADDITIONAL
EXPIRES: 07/31/2024

The attached notice of grant award amendment is for an additional \$5,000 for the continued support of detecting and mitigating COVID-19 in homeless shelters.

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

Suggested Motion:

Move to approve this grant award from the ND Department of Health and Human Services.

DF/lls
Attachment

**NOTICE OF GRANT AWARD**NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (04-2023)

Grant Number G21.965A	CFDA Name Detection and Mitigation of COVID-19 in Homeless Service Sites and Other Congregate Living Facilities	CFDA Number 93.323	
FAIN Number NU50CK000514	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 8/1/2022	
Grant End Date 7/31/2024	Federal Award Date 5/12/2021	Federal Awarding Agency Center for Disease Control	
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 Detection and Mitigation of COVID-19 in Homeless Shelters		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2201 HLH 6509 01	
Grantee Name Fargo Cass Public Health		Project Director Michelle Dethloff, Infectious Disease and Epidemiology Program Director	
Address 1519 1 st Ave S, Suite A		Address 600 East Boulevard Ave., Dept 325	
City/State/ZIP Code: Fargo, ND 58103		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Jan Eliassen		Contact Name: Abbey Fraser, COVID-19 Homeless Coordinator	
Telephone Number: 701-232-8558		Telephone Number: 701-328-8619	
Email Address: jeliassen@fargond.gov		Email Address: abbeyfraser@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$5,000	\$0	\$5,000
Previous Funds Awarded	\$29,131	\$0	\$29,131
Total Funds Awarded	\$34,131	\$0	\$34,131
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$5,000 for the continued support of the scope of service requirements as noted in the original agreement.			
Reporting Requirements All Reporting Requirements of the original agreement remain the same.			
Special Conditions See Attachment A for Special Conditions. All other Special Conditions of the original agreement remain the same.			
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, 2021 to June 30, 2023 [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 04/24/2024	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Michelle Dethloff, Unit Director Infectious Diseases and Epidemiology Program	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

**Fargo Cass Public Health
G21.965A
Attachment A**

Special Conditions

Detection & Mitigation of COVID-19 in Homeless Shelters Guidance

Allowable Costs

The financial resources provided are required, by law, to support activities intended to address the prevention and mitigation of COVID-19.

1. Wrap around services for COVID-positive individuals who are isolating such as:
 - a. Hotel, food, laundry services, transportation, pre-paid cell phone costs for symptom monitoring during isolation, personal hygiene kits, care coordination from Face it Together for individuals that test positive as well as cover any mental health services that may be needed.
2. COVID-19 over-the-counter (OTC) testing kits.
3. Personal Protective Equipment (PPE) (e.g., masks, gloves, gowns).
4. Clinical Laboratory Improvement Amendments (CLIA) waiver applications.
5. Disinfectant wipes, hand sanitizer, or other supplies needed for the prevention of COVID-19 in homeless shelters.

Items not mentioned on the allowable cost list must be approved by the Department before purchase.

Non-allowable Costs

1. Clinical care such as medication and patient treatment
2. Purchasing or leasing vehicles
3. Construction
4. Social services not related to isolation and quarantine and/or case investigation and contact tracing efforts.
5. Incentives
6. Staff time

(23)

City of Fargo Staff Report			
Title:	Edition Fourth Addition	Date: Update:	11/30/2022 4/25/2024
Location:	4803 & 4809 38 th Street South	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lot 1, Block 1, Edition Third Addition		
Owner(s)/Applicant:	Bluegrass Offices, LLC; Balance Office, LLC / Brian Pattengale—Houston Engineering	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (replat of Lot 1, Block 1, Edition Third Addition)		
Status:	City Commission Consent Agenda April 29 th , 2024		
Existing		Proposed	
Land Use: Office		Land Use: No change proposed	
Zoning: LC Limited Commercial		Zoning: No change proposed	
Uses Allowed: LC allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service, certain telecommunications facilities, basic utilities		Uses Allowed: No change proposed.	
Maximum Lot Coverage Allowed: 55%		Maximum Lot Coverage Allowed: No change	
Proposal:			
<p><i>NOTE ON REVIEW TIME OF THIS SUBDIVISION: This subdivision was recommended for approval by the Planning Commission on December 6th, 2022. It was scheduled for City Commission hearing almost 17 months later, on April 29th, 2024. This time is accounted for largely by the applicant working with the property owners to establish the necessary easements, as depicted on the attached plat. There was also a change in ownership that the applicant has provided documentation for.</i></p> <p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, to be known as Edition Fourth Addition, a replat of part of Lot 1, Block 1, Edition Third Addition <p>The subject property is located at 4803 & 4809 38th Street South and encompasses approximately 2.82 acres.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Zoning Districts and Land Uses:</p> <ul style="list-style-type: none"> • North: LC, with conditional overlay ordinance no 5023: medical use • East: Across 38th Street South Interstate 29 right of way • South: Across 38th Street South GC, General Commercial with conditional overlay ordinance no. 4636; undeveloped; platted as Alex's First Addition • West: MR-3, Multi-Dwelling Residential with conditional overlay ordinance no. 5045: Multi-dwelling residences 			

Area Plans:

The subject property is designated as "Either Office or Commercial" in the 2003 Southwest Future Land Use Plan. The existing LC, Limited Commercial zoning is consistent with this land use designation. No zone change is proposed.



2003 Southwest Future Land Use Plan

Land Use:

- | | |
|--|---|
| Commercial | Medium/High Density Residential |
| Commercial or Medium/High Density | Medium/High Density or Park/Open Space |
| Commercial or Medium/High or Park/Open Space | Office |
| Commercial or Park/Open Space | Office or Commercial or Medium/High Density |
| Either Industrial or Commercial | Park/Open Space |
| Either Office or Commercial | Public |
| Either Office or Medium/High Density Residential | Public or Commercial |
| Industrial | Public or Low/Medium Density |
| Low/Medium Density Residential | Public or Office |
| Low/Medium Density or Medium/High Density | Storm Water |

Context

Neighborhood: The subject property is located in the Woodhaven neighborhood.

Schools: The subject property is located within the Fargo Public School District and is served by Kennedy Elementary, Carl Ben Eielson Middle, and Fargo South High schools

Parks: Cottagewood Park, 4896 38th Street South, is approximately 900 feet west of the subject, and provides amenities of a playground, grill and picnic tables, a shelter and recreational trails.

Pedestrian / Bicycle: There is a shared use path along the 38th Street South property frontage that is part of the metro-wide trails system.

MATBUS Routes: The subject property is not located along a MATBUS Route.

(continued on next page)

Staff Analysis:**MINOR SUBDIVISION**

The subdivision plat divides an existing platted lot into two lots. The subject property is developed with two office buildings; one building will be on each lot.

The two lots will share the existing access onto 38th Street that is located between the two buildings, as they do now. The plat does not provide any additional access onto 38th Street South. Sheet 1 of the plat (copy attached) depicts numerous easements for access, utilities, and stormwater on the subject property.

Subdivision

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

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

The subject property is zoned LC, Limited Commercial. These land uses are consistent with the 2003 Southwest Future Land Use Plan designation of "Commercial or Medium/High Density Residential." In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

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

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of **Edition Fourth Addition**, as outlined in the staff report, on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC."

Planning Commission Recommendation: December 6th 2022

At the December 6th, 2022, Planning Commission hearing, that Commission, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of **Edition Fourth Addition**, as outlined in the staff report, on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC.

Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Edition Fourth Addition

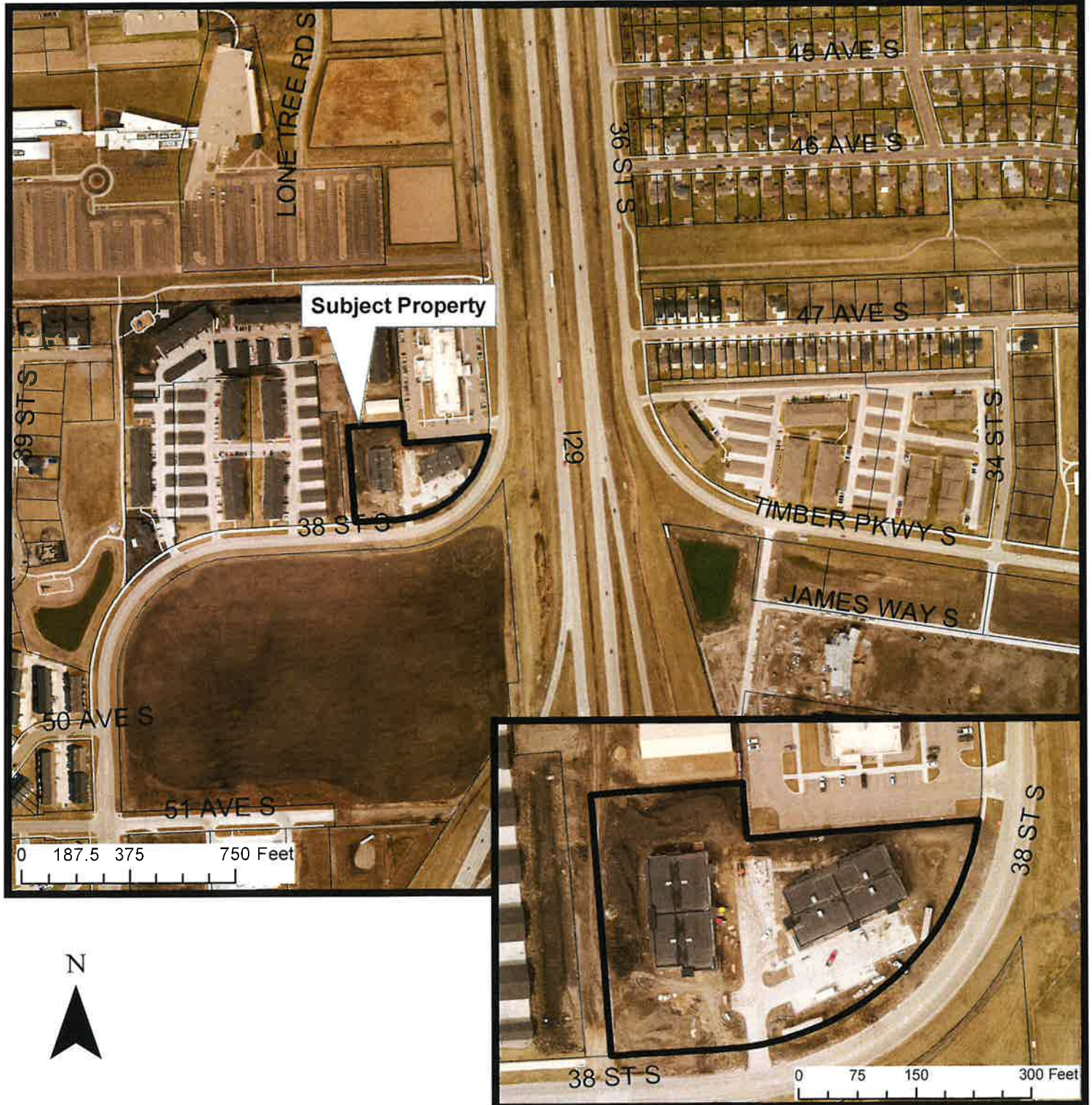


**Fargo Planning Commission
December 6, 2022**

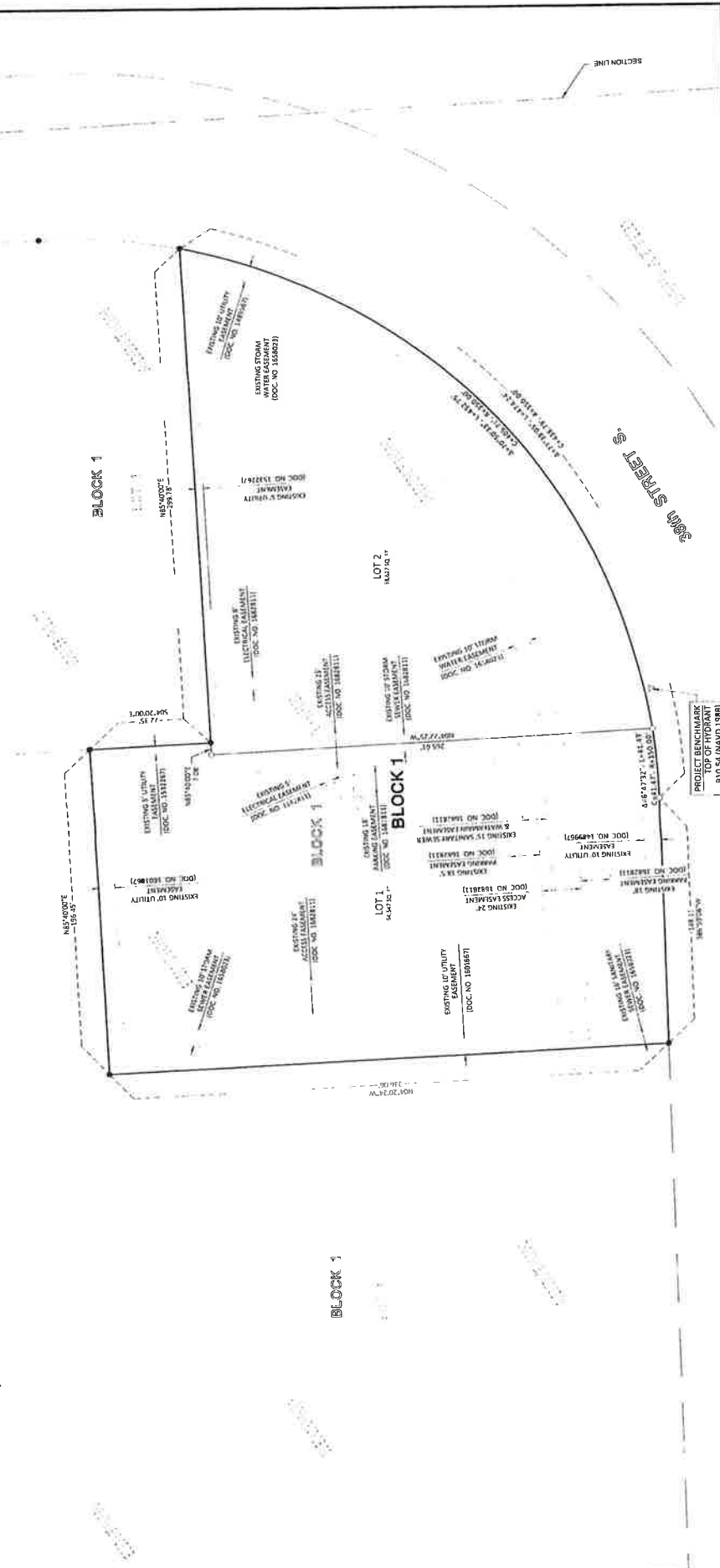
Minor Subdivision

Edition Fourth Addition

4803 & 4809 38th Street South



EDITION FOURTH ADDITION A MINOR SUBDIVISION BEING A REPLAT OF LOT 1, BLOCK 1, EDITION THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

- IRON MONUMENT FOUND
- 1/2" 12" PIPE SET
- MEASURED BEARING
- MEASURED DISTANCE
- PLAT BOUNDARY
- LOT LINE
- UTILITY EASEMENT
- EXISTING UTILITY EASEMENT

NOTES

- PORTIONS OF THE PROPERTY ARE SHOWN IN PLAT AS BEING A REPLAT OF LOT 1, BLOCK 1, EDITION THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA. (SEE SHEET 7 FOR DETAILS)
- BEARINGS SHOWN ARE BASED ON CITY OF FARGO GROUND COORDINATE SYSTEM, ACCORDING TO 1984.

Scale

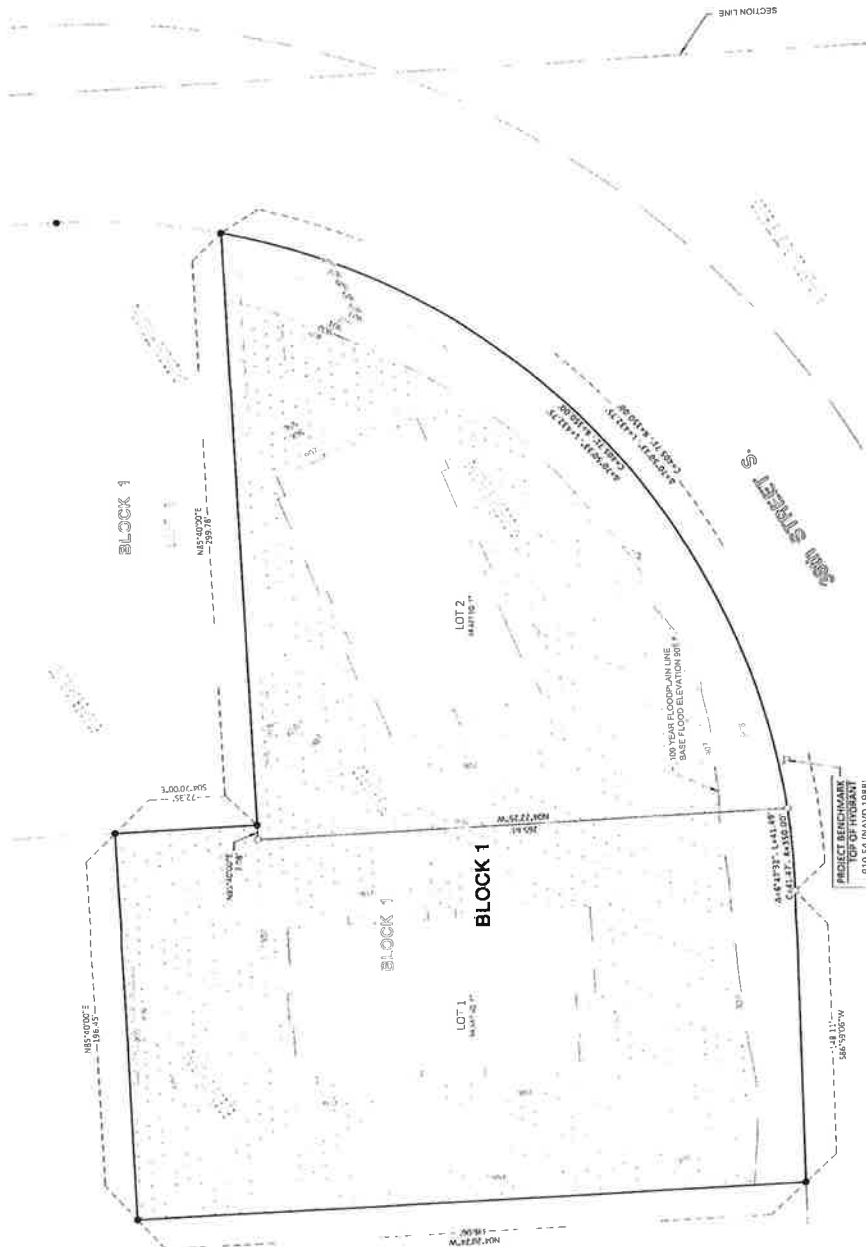
0 10 20 Feet

PLAT WITH EXISTING EASEMENTS SHOWN

HOUSTON ENGINEERS, INC.
 Sheet 1 of 3
 Project No. 7489-0111

EDITION FOURTH ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOT 1, BLOCK 1, EDITION THIRD ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	1/4" = 10' SCALE
1/4" = 10' SCALE	1/4" = 10' SCALE
MEASURED BEARING	MEASURED BEARING
MEASURED DISTANCE	MEASURED DISTANCE
PLAT DISTANCE	PLAT DISTANCE
PLAT BOUNDARY	PLAT BOUNDARY
LOT LINE	LOT LINE
UTILITY EASEMENT	UTILITY EASEMENT
EXISTING UTILITY EASEMENT	EXISTING UTILITY EASEMENT
AREA WITHIN FEMA ZONE A2 (100-YEAR FLOODPLAIN)	AREA WITHIN FEMA ZONE A2 (100-YEAR FLOODPLAIN)

NOTES

1. PORTIONS OF THE PROPERTY ARE SHOWN IN THE AS SHOWN FLOODPLAIN AS SHOWN ON THE FIRM PANEL 380102786G AND 380102787G, DATED JANUARY 18, 2015.
2. EXISTING BUILDING FOOTPRINTS WERE REMOVED FROM THE FEMA SPECIAL FLOOD HAZARD AREA (ZONE A2) BY COURTESY OF THE CITY OF FARGO, NORTH DAKOTA.
3. ELEVATION DATA WAS OBTAINED FROM THE CITY OF FARGO GROUND ELEVATION DATA (DECEMBER 1992).
4. ELEVATION DATA AND 100-YEAR FLOODPLAIN INFORMATION ONLY SHOWN WITHIN PLAT BOUNDARY.
5. ELEVATIONS SHOWN ARE NAVD 83.

HOUSTON ENGINEERING, INC.
Sheet 2 of 3
Project No. 7489-0111

EDITION FOURTH ADDITION **A MINOR SUBDIVISION** **BEING A REPLAT OF LOT 1, BLOCK 1, EDITION THIRD ADDITION** **TO THE CITY OF FARGO,** **CASS COUNTY, NORTH DAKOTA**

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Balance Office LLC, a North Dakota limited liability company, and Bluegrass Offices, LLP, a North Dakota limited liability partnership, are the owners and proprietors of Lot 1, Block 1, Edition Third Addition, Fargo, Cass County, North Dakota.

Said tract of land contains 123,174 square feet, more or less.

And that said parties have caused the same to be surveyed and platted as EDITION FOURTH ADDITION to the City of Fargo, Cass County, North Dakota.

OWNERS:
 Balance Office LLC
 (Owner of Lot 1)

Almae Schwartzweiler, President

State of _____) ss
 County of _____)

On this _____ day of _____, 20____, before me personally appeared Almae Schwartzweiler, President of Balance Office LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of said limited liability partnership.

Notary Public _____

Bluegrass Offices, LLP
 By: _____, its Manager
 (Owner of Lot 2)

Austin J. Morris, General Partner

State of North Dakota) ss
 County of Cass)

On this 24 day of JANUARY, 2021, before me personally appeared Austin J. Morris, General Partner of Syndica LLP, a North Dakota limited liability partnership, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability partnership.

Notary Public _____

SURVEYOR'S CERTIFICATE

I, Curtis A. Sturphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this 22 day of DECEMBER, 2020, that I have personally surveyed and platted the within instrument and that the same is a correct and true representation of the actual survey made, and that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

Curtis A. Sturphol
 North Dakota P.L.S. No. 4723

State of North Dakota) ss
 County of Cass)

On this 22 day of DECEMBER, 2020, before me, a notary public within and for said county and state, personally appeared Curtis A. Sturphol, known to me to be the person described in and who appeared in the foregoing instrument and acknowledged that he executed said instrument as the true and lawful owner.

Notary Public: _____

CITY ENGINEER'S APPROVAL

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Krimmrich, PE, City Engineer

State of North Dakota) ss
 County of Cass)

On this _____ day of _____, 20____, before me personally appeared Tom Krimmrich, PE, Fargo City Engineer, known to me to be the person described in and who appeared in the foregoing instrument and acknowledged to me that he executed the same as City Engineer.

Notary Public _____

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

Rocky Schneider, Chair
 Fargo Planning Commission

State of North Dakota) ss
 County of Cass)

On this _____ day of _____, 20____, before me personally appeared Rocky Schneider, Chair of the Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public: _____

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Attest: Steven Sprague, City Auditor

State of North Dakota) ss
 County of Cass)

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who appeared in the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____

(24)

City of Fargo Staff Report			
Title:	Laverne's Fifth Addition	Date:	03/27/2024
		Update:	4/25/2024
Location:	3034, 3088, and 3120 43 rd Street North	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lots 4, 5, and 6, Block 1, Laverne's Second Addition		
Owner(s)/Applicant:	Austin J. Morris; Benjamin N. Meland; Leigh M. Barry; Shana M. Barry	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 4, 5, and 6, Block 1, Laverne's Second Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda April 29 th , 2024		

Existing	Proposed
Land Use: Undeveloped	Land Use: Industrial
Zoning: LI, Limited Industrial	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities.	Uses Allowed: No change
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No change

Proposal:

The applicant requests one entitlement:

1. A **minor subdivision**, to be known as Laverne's Fifth Addition, replat of Lots 4, 5, and 6, Block 1, Laverne's Second Addition to the City of Fargo, Cass County, North Dakota.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

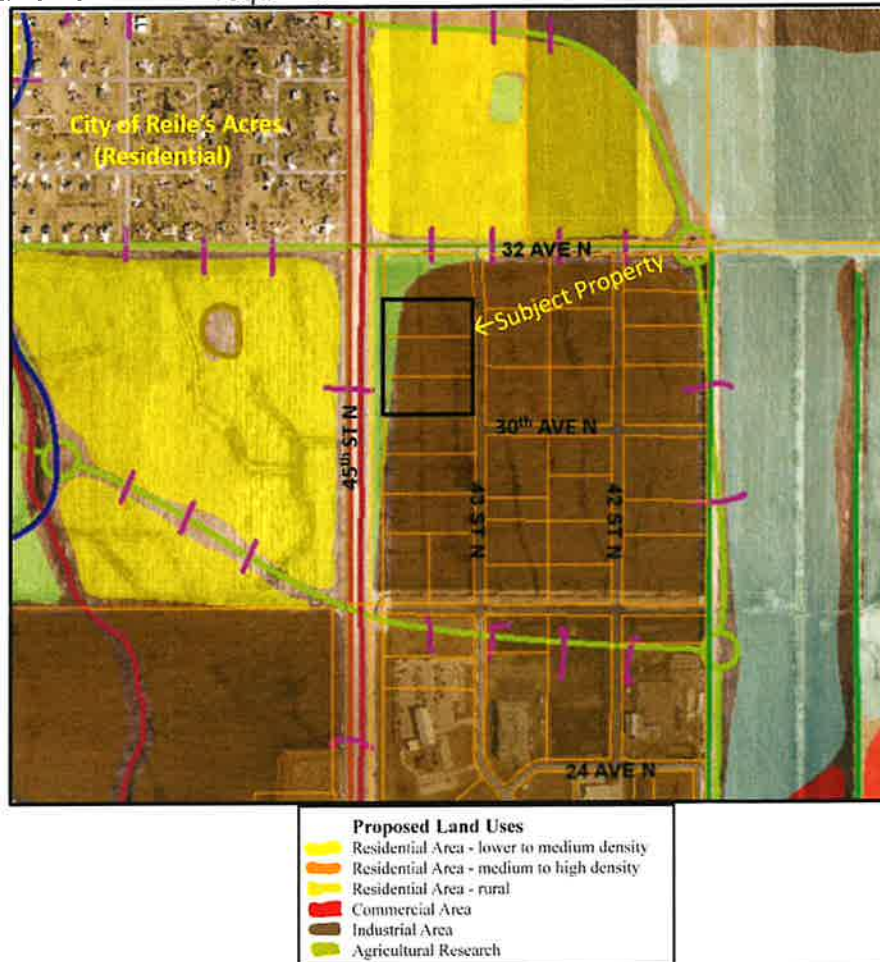
Surrounding Land Uses and Zoning Districts:

- North: P/I, Public and Institutional with stormwater detention basin
- East: LI, Limited Industrial; under development
- South: LI, Limited Industrial undeveloped land;
- West: P/I, levee and Cass County Drain No. 40

(continued on next page)

Area Plans:

The subject property is located within the 2007 South Fargo Tier 1 East Future Land Use Plan. This plan designates the subject property as "Industrial." This land use designation includes the current LI zoning. No growth plan amendment is required.

**Context:**

Schools: The subject property is located within the West Fargo School District and is served by Harwood Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject property is not located within a designated neighborhood.

Parks: There are no public parks within one mile of the subject property.

Pedestrian / Bicycle: A multi-use path is intended for the right of way of 43rd Street, which will connect with the existing multi-use path in Laverne's Addition to the south. There is an off-road multi-use trail that is located approximately 0.75 miles south the project site along 19th Avenue North. Both paths are part of the metro area bikeways system.

MATBUS Route: The subject property is not along a MATBUS route.

Staff Analysis:

The plat will combine three existing lots into two lots in one block, intended for industrial development. The plat depicts a shared access easement along the property line between the two lots.

The City has worked with the developer to create an amenities plan mainly addressing stormwater. This plan has been signed by the developer. The Airport Proximity Agreement from Laverne's Second Addition carries through to this minor subdivision.

Minor Subdivision

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

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

The requested minor subdivision combines three existing lots into a two lot, one block subdivision for industrial development. The current zoning is LI, Limited Industrial. No zone change is proposed. The subject property is located within the 2007 South Fargo Tier 1 East Future Land Use Plan which designates the land use as "Industrial". In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Laverne's Fifth Addition** as outlined within the staff report, as the proposal complies with the adopted 2007 Tier 1 Northwest Land Use Plan, the standards of Article 20-06, Section 20-0907.B. and C and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: April 2nd, 2024

At the April 2nd, 2024 Planning Commission hearing, that Commission, by a vote of WHAT with WHAT, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Laverne's Fifth Addition** as outlined within the staff report, as the proposal complies with the adopted 2007 Tier 1 Northwest Land Use Plan, the standards of Article 20-06, Section 20-0907.B. and C and all other applicable requirements of the Land Development Code.

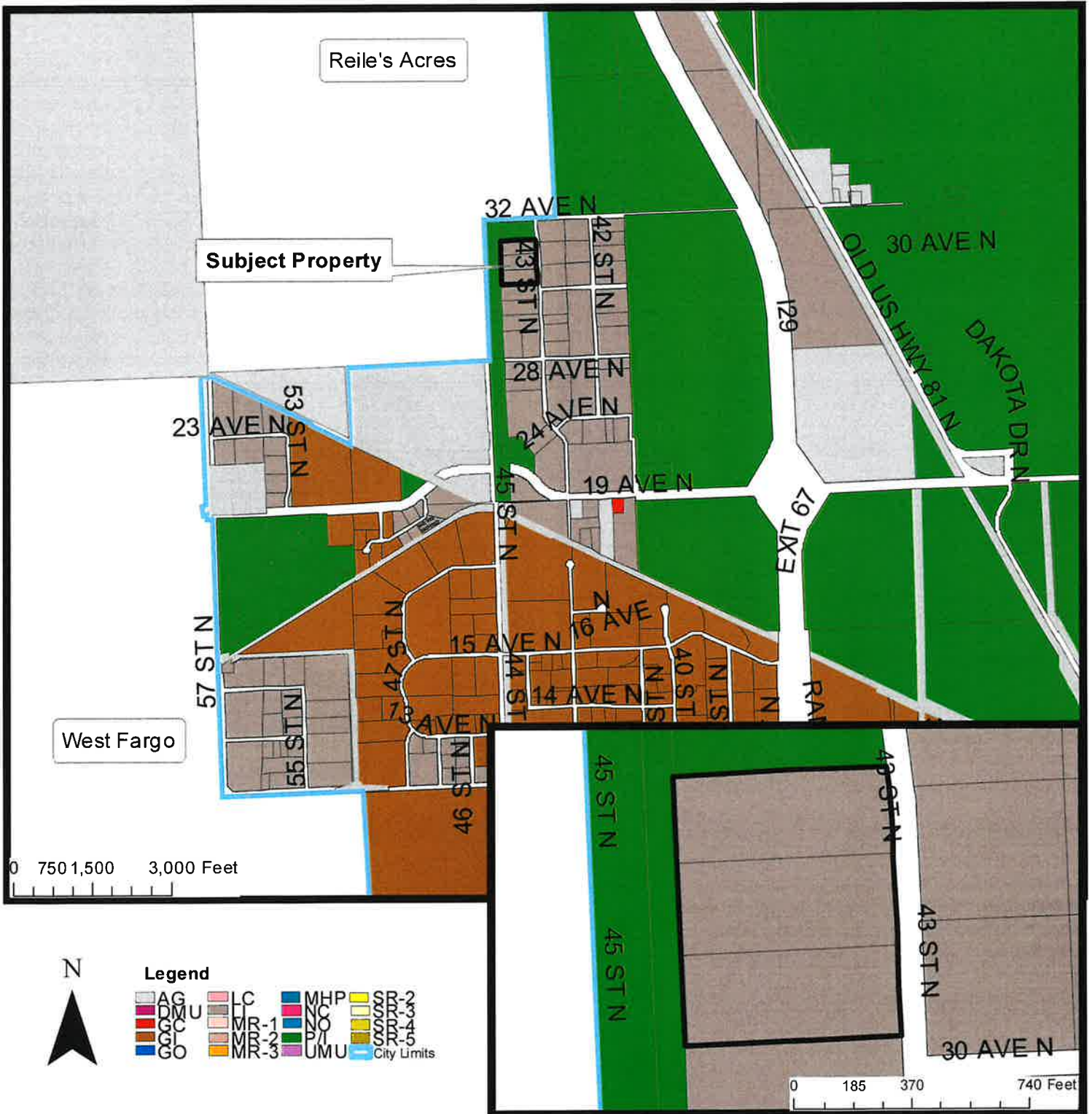
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Laverne's Fifth Addition

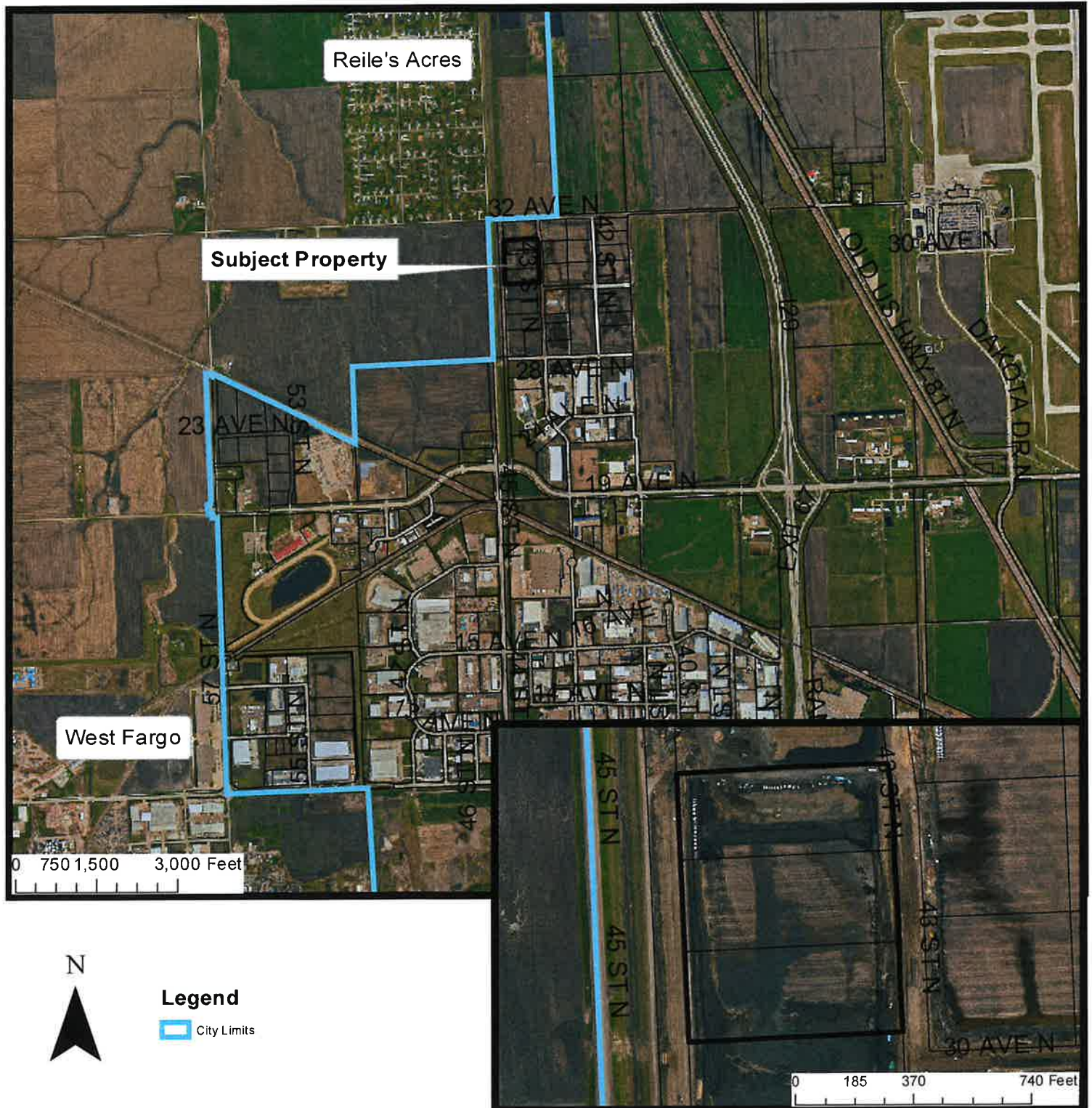
3120, 3088 & 3034 43rd Street North



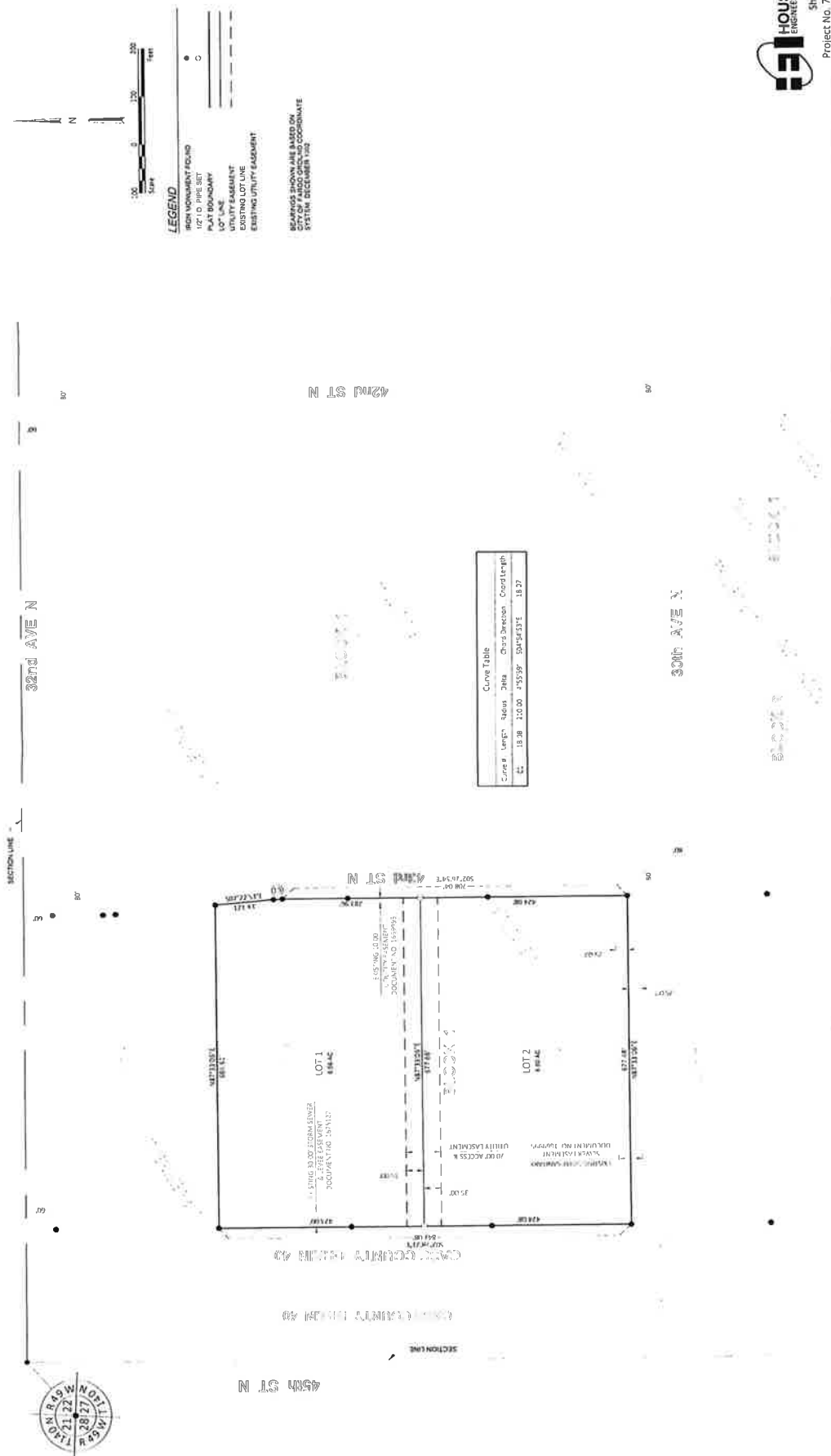
Minor Subdivision

Laverne's Fifth Addition

3120, 3088 & 3034 43rd Street North



LAVERNE'S FIFTH ADDITION
A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 4, 5 AND 6, BLOCK 1
LAVERNE'S SECOND ADDITION
CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LAVERNE'S FIFTH ADDITION
A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 4, 5 AND 6, BLOCK 1
LAVERNE'S SECOND ADDITION
CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE
NOW ALL PERSONS BY THESE PRESENTS: The Benjamin N. Meland, Austin J. Morris, Leigh M. Barry, as Co-Trustees of the Revocable Living Trust of Leigh M. Barry dated May 19, 2009, and Leigh M. Barry and Shana M. Barry, as Co-Trustees of the Revocable Living Trust of Leigh M. Barry dated May 19, 2009, and as Co-Trustees of the Revocable Living Trust of Shana M. Barry dated May 19, 2009, as tenants in common, are the owners and proprietors of the following described tract of land:
Lots 4, 5 and 6, Block 1, Laverne's Second Addition, to the City of Fargo, Cass County, North Dakota
Said tract contains 13.18 acres, more or less.
And the said party has caused this plat to be surveyed and platted as LAVERNE'S FIFTH ADDITION in the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the owners of Lots 1 and 2, for private use, the access and utility easement shown on the plat.

OWNERS:

Benjamin N. Meland

State of NORTH DAKOTA) ss
County of CASS)

The foregoing instrument was acknowledged before me this 18th day of March, 2024, by Benjamin N. Meland.

Notary Public: 
Jessica E. Hennings

State of NORTH DAKOTA) ss
County of CASS)

The foregoing instrument was acknowledged before me this 18th day of March, 2024, by Austin J. Morris.

Notary Public: 
Jessica E. Hennings

Leigh M. Barry, as Co-Trustee of the Revocable Living Trust of Leigh M. Barry dated May 19, 2009, and as Co-Trustee of the Revocable Living Trust of Shana M. Barry dated May 19, 2009

State of NORTH DAKOTA) ss
County of Cass)

The foregoing instrument was acknowledged before me this 22nd day of March, 2024, by Leigh M. Barry, as Co-Trustee of the Revocable Living Trust of Leigh M. Barry dated May 19, 2009, and as Co-Trustee of the Revocable Living Trust of Shana M. Barry dated May 19, 2009

Notary Public: 
Vicki D. Staple


Shana M. Barry, as Co-Trustee of the Revocable Living Trust of Leigh M. Barry dated May 19, 2009, and as Co-Trustee of the Revocable Living Trust of Shana M. Barry dated May 19, 2009

State of NORTH DAKOTA) ss
County of CASS)

The foregoing instrument was acknowledged before me this 22nd day of March, 2024, by Shana M. Barry, as Co-Trustee of the Revocable Living Trust of Leigh M. Barry dated May 19, 2009, and as Co-Trustee of the Revocable Living Trust of Shana M. Barry dated May 19, 2009.

Notary Public: 
Vicki D. Staple

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT
I, James A. Schlemmer, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision, that the instruments for the plat of said survey have been located or placed in the ground as shown on the plat.

Dated this 14th day of March, 2024

James A. Schlemmer, Professional Land Surveyor No. 5088

State of North Dakota) ss
County of Cass)

On this 14th day of MARCH, 2024, before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: 
Stephen L. Han

CITY ENGINEER'S APPROVAL
Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Kistomatus, PE, City Engineer

State of North Dakota) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Tom Kistomatus, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

Rocky Schneider, Chair
Fargo Planning Commission

State of North Dakota) ss
County of Cass)

On this 24th day of April, 2024, before me personally appeared Rocky Schneider, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public: 
Rocky Schneider

FARGO CITY COMMISSION APPROVAL
Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____



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FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

TO: Board of City Commissioners
FROM: Assistant Chief Travis Stefonowicz *TS*
DATE: April 25, 2024
RE: Bias Motivation and Hate Crime 1st Quarter Report.

At this time I am unable to provide the Commission with a full 1st Quarter Report on Bias Motivation and Hate Crimes as there is a pending Simple Assault case. Below is a summary of that case:

24-9426 Simple Assault-Hate Crime: On 2/11/2024 a protest was taking place when the suspect in this case confronted the group, attempting to remove their signs; which later escalated to a physical altercation. At this time, no further information can be provided as it is currently pending with the State's Attorney's Office. Information may be provided at a later date when the case is in a closed status.

RECOMMENDED MOTION: To receive and file.

April 29, 2024

Honorable Board of City Commissioners
City Hall
225 4th St N, Fargo, ND 58102

RE: Landscape Maintenance Services (RFP24140)

Commissioners:

Proposals were received on Friday, March 22, 2024, in response to a Request for Proposal for Landscape Maintenance Services - planting beds and median locations. Locations include: Main Ave/2nd St roundabout and adjacent beds, 2nd St floodwall, NP Ave from University to 10th St, 2nd Ave/Roberts St, city impound lot, and the recently installed 32nd Ave S medians.

Six (6) proposals were received and evaluated. Criteria: previous experience, work performance, and price. This RFP also provides the option to negotiate and extend up to four (4) additional seasons beyond the initial 2024 season.

<u>Contractor</u>	<u>Weekly rate</u>
JT Lawn Services	\$795 (for 26 weeks = \$20,670.00)
Valley Green & Associates	\$1070
S & S Landscaping Co.	\$1365
All-Terrain Grounds Maintenance	\$1620
Turf Tamers	\$4575
Hedgemasters LLC	Incomplete

Based on the review of the stated criteria, we are recommending award to JT Lawn Services. Funding will come from the 2024 public works operating budget.

Recommended motion:

Move to approve Landscape Maintenance Services (RFP24140) agreement with JT Lawn Services.

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

Cc: Ben Dow

Commission 2024 RFP24140.doc

Landscape Maintenance Services (RFP24140) - 2024

I. Agreement

This agreement is between the City of Fargo (City) and JT Lawn Services (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 31, 2024. The term of this agreement may be extended for one-year periods for a maximum of four (4) additional years, if approved and accepted in writing by both the contractor and the city prior to the season start of the appropriate year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, collecting and removing debris, perennial cutting, and an annual mulch refresh as needed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will compensate Contractor per weekly price. Invoices for each location shall be submitted monthly.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 4/11/24

CONTRACTOR

JT Lawn Services

A handwritten signature in black ink, appearing to read 'RT', is written over a horizontal line.

By: Ryan Torgerson

Its: Operations Managers

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



**PUBLIC
WORKS**

27

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

April 23, 2024

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

RE: (1) Water Filtration Sludge Truck Chassis (PBC23378).

Commissioners:

On April 22, 2024, one (1) quote was received and read for the purchase of one (1) 2025 International HV613 13 SBA.

The results are as follows:

<u>Firm</u>	<u>Price for (1)</u>
Nelson International.	\$143,842.17

The review committee consisting of Ben Dow, Troy Hall and Tom Ganje evaluated one (1) quote and determined that the quote was compliant with ND Contract # 378. This North Dakota Contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. Funding for this project is included in the 2024 Water Treatment Budget.

Our recommendation is to purchase one (1) International HV613 13 SBA Truck Chassis based on the quote from Nelson International.

SUGGESTED MOTION:

For PBC23378, approve the recommendation to purchase one (1) International HV613 13 SBA Truck Chassis from Nelson International totaling \$143,842.17.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

ND STATE CONTRACT INFORMATION

Term Contract Name:	Vehicles - Model Trucks
Term Contract Number:	378

CONTRACT INTRODUCTION

This contract is for the purchase of trucks.

CONTRACTOR INFORMATION

Check the State contract website for the contractor and contract administrator information.

MANDATORY

This is a mandatory state contract. If this state contract does not meet your needs, submit a [SFN 54202 Contract Exemption Form](#) for approval by the Contract Administrator using the Purchasing Work Request system or email. Procurement procedures apply if agencies elect to not use an optional state contract.

COOPERATIVE PURCHASING

This contract is a cooperative purchasing contract which is made available to other government entities under N.D.C.C. 54-44.4-13. "Government entities" includes counties, cities, townships, institutions under the jurisdiction of the State Board of Higher Education, public primary and secondary educational entities, governmental boards and commissions, and nonprofit entities established on behalf of public entities (such as the ND Association of Counties and ND League of Cities). This contract is an open-ended cooperative purchasing contract. "Open-ended" means that other government entities may participate in this contract, but participation by other governmental entities is not mandated or guaranteed.

DOCUMENTS THAT MUST BE FURNISHED AT TIME OF DELIVERY

- Certificate of origin.
- Warranty, warranty book, and identification plate (if used).
- Key numbers all vehicles.
- Dealer invoice (with contract pricing)
- Damage disclosure

ADDITIONAL VEHICLE SPECIFICATIONS

- Accessories, equipment, and component parts shall be factory installed. Prior approval may be granted for those items not made or installed at the factory. Advertised standard equipment cannot be deleted without approval from the State.

- Options: Any additional options not listed in this contract and requested after award are to be billed at dealer Invoice plus 3% handling. All deleted Options will be deleted at dealer invoice. Contractor shall supply, upon request, an Option Invoice Pricing List.

PRICING

Please see pricing attachment on the contract web page.

F.O.B. POINT AND FREIGHT

Delivery will be F.O.B. Destination, any North Dakota location. The freight is to be included in the price of the products. Title will pass to Purchasing Agency or Entity upon delivery to the specified destination.

DELIVERY REQUIREMENTS

Delivery must be made within 90 – 120 days, depending on manufacturers' production schedule, after the contractor receives an order from the Purchasing Agency or entity by issuance of a purchase order. If delivery requirements cannot be met within the specified time, the bidder must notify the Purchasing Agency in writing of the delay and the approximate date delivery may be expected.

INTERNATIONAL®

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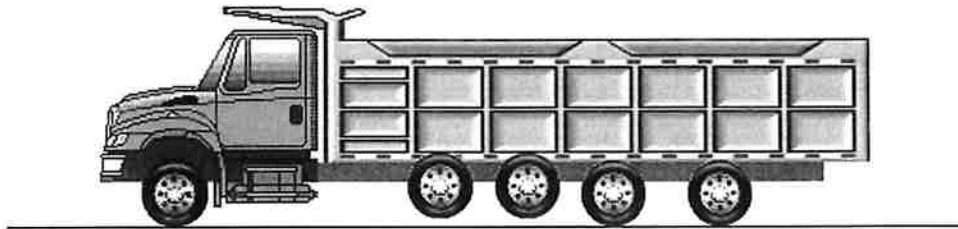
Prepared For:

City of Fargo
 TOM GANJE
 402 23rd St. N
 Fargo, ND 58102-4114
 (701)241 - 1460
 Reference ID: DUMP-16K

Presented By:

Nelson Leasing, Inc.
 Greg Barsgard
 2700 East Hwy 12
 PO Box 993
 Willmar MN 56201 -
 (320)235-2770

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV613 SBA (HV613)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 80000. Calc. GCWR: 130000 Calc. Start / Grade Ability: 40.40% / 3.28% @ 55 MPH Calc. Geared Speed: 67.9 MPH
DIMENSION:	Wheelbase: 250.00, CA: 182.90, Axle to Frame: 83.00
ENGINE, DIESEL:	{International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WN Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications**
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV61300	Base Chassis, Model HV613 SBA with 250.00 Wheelbase, 182.90 CA, and 83.00 Axle to Frame.	8102/4132	12234
1AND	AXLE CONFIGURATION {Navistar} 6x4	-68/-43	-111
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	476/843	1319
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty	-4/0	-4
1VAX	TOW PIN, FRONT (2)	6/-1	5
1WHR	WHEELBASE RANGE 250" (635cm) Through and Including 311" (790cm)	502/-502	0
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	186/0	186
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	57/0	57
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4EBT	AIR DRYER {Bendix AD-IP} with Heater	15/12	27
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4JBU	BRAKES, PUSHER AXLE Air S-Cam Type, 15" x 4.0", Includes MGM 20 Sq.In. Brake Chambers, Furnished with Two Pusher Lift Axles	0/0	0
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	0/0	0
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	3/-3	0
4WJM	DUST SHIELDS, FRONT BRAKE Pad and Rotor, with Air Disc Brakes	7/0	7
4WWZ	DRAIN VALVE (3) with Pull Chains for Air Tanks	0/0	0
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0

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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 Sqn, for Air Disc Brakes	1/0	1
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 Sqn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/0	0
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30
5710	STEERING COLUMN Tilting and Telescoping	15/4	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	102/-6	96
6DGX	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	1/6	7
7BEU	AFTERTREATMENT COVER Aluminum	8/1	9
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	60/17	77
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch	0/0	0
7WBA	TAIL PIPE (1) Turnback Type, Bright	8/3	11
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	21/10	31
7WDM	EXHAUST HEIGHT 10'	19/9	28
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8541	HORN, ELECTRIC (2) Disc Style	0/0	0
8899	JUMP START STUD (2) Remote Mounted	1/0	1
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0

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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	14/7	21
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	7/1	8
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	9/1	10
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	0/1	1
8WJV	BATTERY DISCONNECT SWITCH {Joseph Pollak} for Cab Power Disconnect Switch, Disconnects Power to Power Distribution Center (PDC), Does Not Disconnect Charging Circuits, Lever Operated, Cab Mounted	4/0	4
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8XPL	POWER SOURCE, ADDITIONAL Two Auxiliary Power Outlets (APO) with Two USB-A Ports and Two USB-C Ports, Located in the Instrument Panel	0/0	0
9585	FENDER EXTENSIONS Rubber	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0

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Vehicle Specifications
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAD	GRILLE Chrome	-5/0	-5
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	3/0	3
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBR	FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood, Sloped Front	24/0	24
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WN"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR	0/0	0
10WCY	SAFETY TRIANGLES	8/4	12
10WKK	KEYS - ALL ALIKE, ID I-0608 Compatible with Z-100	0/0	0
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12BEX	ENGINE, DIESEL {International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VBB	AIR CLEANER Dual Element	4/0	4
12VGA	ENGINE CONTROL, REMOTE MOUNTED for PTO, for N13/A26/S13 Engines	0/0	0
12VJU	EMISSION, CALENDAR YEAR {International A26} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler	0/0	0
	<u>Includes</u>		

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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12XBW	BLOCK HEATER, ENGINE {Phillips} 120V/1150W, with "W" Cord for Fuel Heater and 120V/300W Oil Pan Heater	12/9	21
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	314/85	399
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	5/3	8
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.63	0/2348	2348
14RAV	AXLE, LIFT, CONTROLS for Two Lift Axles; Controls Inside and Outside Cab; Includes Lift/Lower Switch Inside Cab on Dash; Pressure Gauge and Pressure Regulator Outside Cab	4/1	5
14UAA	AXLE SPACING, FIRST PUSHER 45" Ahead of Drive Axle	0/0	0
14UAK	AXLE SPACING, SECOND PUSHER 46" Ahead of First Pusher Axle	0/0	0
14UNX	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers	0/685	685
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations	0/0	0
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints	0/0	0

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14WNJ	AXLE, PUSHER, LIFT TYPE (2) {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, Two Self-Steer Axles	629/1009	1638
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LMY	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 20" Back of Cab	0/0	0
15LRK	FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 120 VAC Plug-in Electric Pre- Heater, Return Fuel Blender, Includes Water-in-Fuel Sensor	4/1	5
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	16/8	24
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	15/0	15
16030	CAB Conventional, Day Cab	0/0	0
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line	5/0	5
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKE	GAUGE, LOAD INDICATING REAR Text Message in Cluster Display, for use with Rear Air Suspension	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JJD	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust, Cushion and Back Bolsters	0/0	0
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9
16SMR	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Cloth, with Fixed Back, with Under Seat Storage	30/11	41

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16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"	3/0	3
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	-11/-3	-14
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"	104/0	104
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/88	88
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
34ACH	WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, for Two Lift Axles; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>	247/377	624
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
7382135440	(8) TIRE, REAR 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive	0/112	112

INTERNATIONAL®

Vehicle Specifications
2025 HV613 SBA (HV613)

April 01, 2024

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
7752525421	(4) TIRE, PUSHER 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position	0/0	0
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position	112/0	112
Services Section:			
40127	WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0
Total Component Weight:		11131/9259 (lbs)	20390 (lbs)
		(lbs)	(lbs)
WINTER FRONT-SAFETY EQUIPMENT-PARAMETERS-PROGRAMMING-CLEAN FOR DELIVERY		0/0	0
Total Goods Purchased:		0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL®**Financial Summary**
2025 HV613 SBA (HV613)**April 01, 2024**

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$143,842.17

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:**Accepted by Purchaser:**_____
Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

(28)

April 29, 2024

Board of City Commissioners
Fargo City Hall
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

In late 2020, the Fargo City Commission adopted a study regarding a MATBUS Transit Authority which provided a long-range vision roadmap for the implementation of an Authority structure. The study provided the groundwork for continued discussion, strategizing and coordination between local jurisdictions and state and federal partners.

On June 12, 2023, the City Commission authorized entering a contract with KLI Inc. for a joint project with the City of Moorhead to complete a Transit Reorganization Study. The original study was expected to be completed in December 2023; however, due to the complexity of the financial and staffing analysis and coordination with State and Federal grantors, is expected to be completed in June 2024. The remaining tasks include four internal coordination meetings, a revised draft, a final study, and presentations to the MAT Board, Fargo City Commission and Moorhead City Council. The additional tasks require an amendment not to exceed \$9,988.78, of which 50% will be paid by the City of Fargo and 50% by the City of Moorhead. Funds for the amendment are included in the current Transit budget.

Requested Motion: Approve the increase to the KLI Inc. Contract for the Transit Reorganization Study in an amount not to exceed \$9988.78, of which 50% will be paid by the City of Fargo and 50% by the City of Moorhead per the attached.

Thank you.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

/enc

April 17, 2024

Julie Bommelman, Fargo Transit Director
Lori Van Beek, Moorhead Transit Manager
650 23rd Street North
Fargo, ND 58102

Re: Amendment # 1 to Contract for MATBUS Transit Reorganization Study

Dear Lori and Julie,

As we discussed at our progress meeting on April 5th, KLJ requires additional resources to complete the MATBUS Transit Reorganization Study (Study). This Study has been a cooperative effort between KLJ and MATBUS. We appreciate the shared approach to handling several more complex and unexpected points of analysis we collectively have had to work through. Even with the cooperative approach we have identified the following efforts which were not accounted for in our original budget:

- When originally contracted (July or 2023) we anticipated the Study to extend only to the end of 2024. Based on our recent discussion, we anticipate the project to require work through at least Mid-June. These additional 6 months of work will require KLJ to incur additional project management cost related to meetings both with MATBUS as well additional ongoing coordination meetings with both Metro COG, MnDOT and NDDOT.
- Given the dynamic nature of the study, specifically changes in the level and scope of financial and staffing analysis, we have reviewed and considered several iterations of both financial analysis and staffing concepts prepared by MATBUS. Considering the evolving financial analysis and staffing concepts several modifications have been made to interim deliverables and reports prepared by KLJ starting in late November, again in December and most recently in January. We are now working on a third and final draft report which will be reviewed by key partners before being submitted for final consideration by the City of Fargo and City of Moorhead.
- Pending the request herein, KLJ is assuming the following remaining items:
 - Project Management time to complete ongoing internal coordination with MATBUS (***assume 3 total meetings***); ***one (1) additional meeting*** with Metro COG, MnDOT and NDDOT to present the draft report.
 - Revise and update a Draft Report (End of April/Early May), revised Final Draft (pending MATBUS and agency review) and Final Study (conclusion of study process).
 - Prepare for and provide presentations to the MAT Board, Moorhead City Council and Fargo City Commission. Prepare PowerPoint presentation to support MATBUS making presentations as needed to the City of Dilworth and City of West Fargo.

We anticipate the following estimate should account for the level of effort to complete the Study in June of 2025.

Task	Wade Kline Project Manager	Stacie Cornett Graphic Designer	
Project Management	12	0	
Report Development	12	16	
Approvals Process	12	4	
Total Hours	36	20	Total
Direct Labor	\$2,376.00	\$700.00	\$3,076.00
		Overhead (189.69)	\$5,834.86
		Fixed Fee (12%)	\$1,069.30
		Cost of Facilities (.28%)	\$8.61
		Total	\$9,988.78

We appreciate the opportunity to support you through this important process. If you have questions regarding this request, please don't hesitate to contact me directly at 701.271.5009 or wade.kline@kljeng.com.

Sincerely,



Wade Kline, Project Manager

REPORT OF ACTION**UTILITY COMMITTEE**

(29)

Project No. WA1910

Type: Downtown Water Tower - Change Order #1

Location: New Downtown Water Tower (7th Avenue North)

Date of Hearing: 4/10/2024

Routing	Date
City Commission	4/29/2024
Project File	

Troy Hall, Water Utility Director, presented the attached change order to the Utility Committee regarding the addition of an isolation valve on the new Downtown Water Tower site. This is Project WA1910. The added valve will allow the Water Utility to coordinate with other City of Fargo departments when pressure testing area piping for leaks. The proposed change order is in the amount of \$61,877.55 and is the first change order on the project.

MOTION:

On a motion by Jim Hausauer, it was then seconded, the Utility Committee voted to approve Change Order No. 1 with Phoenix Fabricators and Erectors, LLC in the amount of \$61,877.55.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Denise Kolpack, City Commissioner	X			
Susan Thompson, Finance Director	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, Temp. Asst. City Administrator	X			
Scott Liudahl, City Forester	X			
James Hausauer, Water Recl. Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Tom Knakmuhs, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Director	X			

ATTEST:



Troy B. Hall
Water Utility Director

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

Change Order**No. 1**Date of Issuance: February 21, 2024Effective Date: February 21, 2024

Project: <i>Downtown Water Tower</i>	Owner: <i>City of Fargo, ND</i>	Owner's Contract No.: <i>WA1910</i>
Contract: <i>Downtown Water Tower</i>	Date of Contract: <i>March 09, 2021</i>	
Contractor: <i>Phoenix Fabricators and Erectors, LLC</i>	Engineer's Project No.: <i>21.351.0057</i>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Addition of 20" Gate Valve and appurtenances on water main.**Attachments (list documents supporting change):*****Supporting documentation and information.*****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ \$7,822,930.00[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:\$ \$0.00

Contract Price prior to this Change Order:

\$ \$7,822,930.00**Increase** of this Change Order:\$ \$61,877.55

Contract Price incorporating this Change Order:

\$ \$7,884,807.55**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working ☐ Calendar daysSubstantial completion (date): October 15, 2023Ready for final payment (date): June 14, 2024[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:Substantial completion (days): 0Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): October 15, 2023Ready for final payment (date): June 14, 2024

Increase of this Change Order:

Substantial completion (days): 0Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): October 15, 2023Ready for final payment (date): June 14, 2024**RECOMMENDED:**

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____



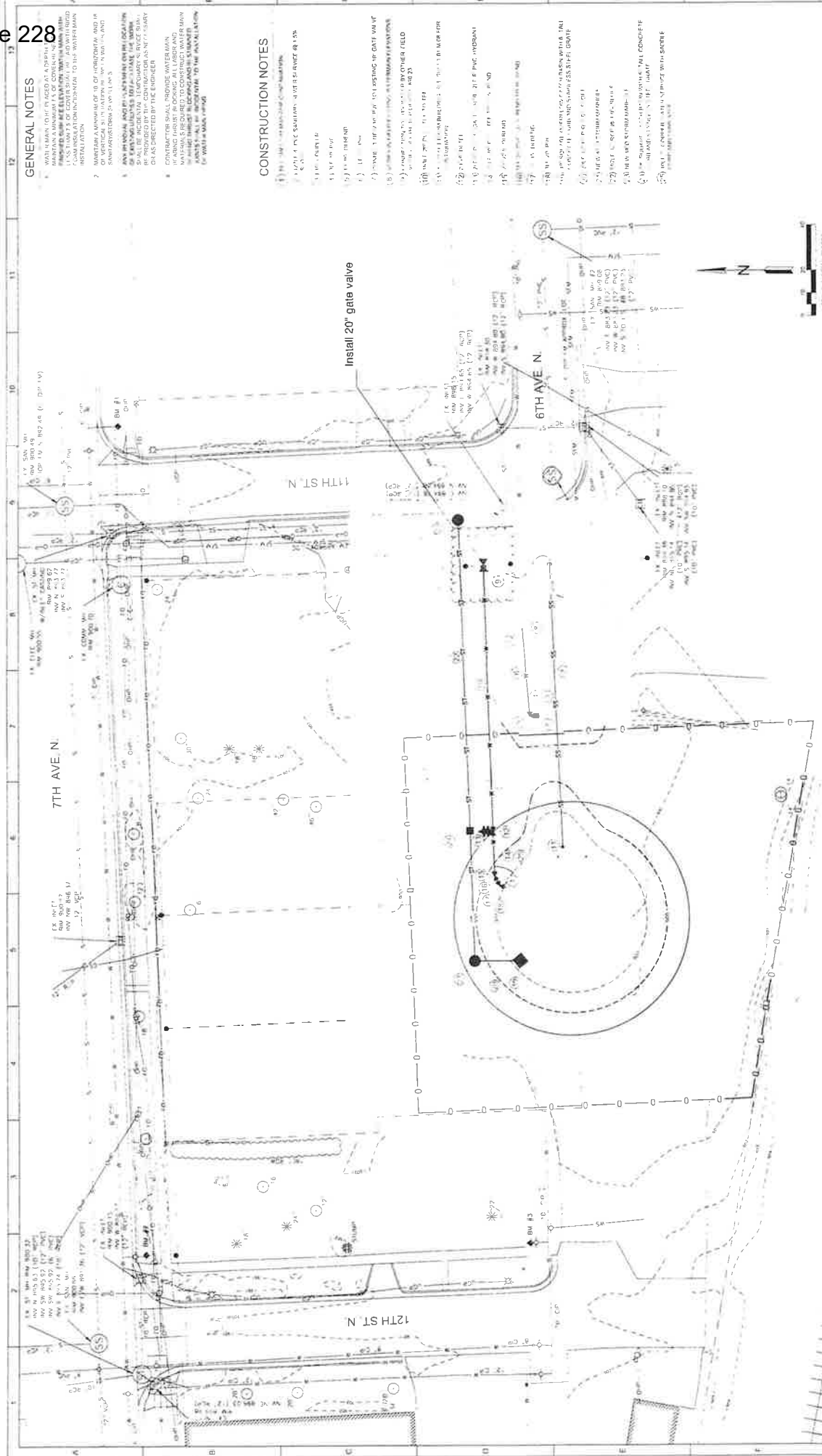
Water | Transportation | Municipal | Facilities

Letter of Explanation Change Order No. 1

Downtown Water Tower

Apex No. 21.351.0057

Item No. 1 – Changes Required by Engineering Department: ADD 1 LS @ \$61,877.55 An additional 20” gate valve is needed on water main line in order to perform a pressure test on the new water main piping installed connecting existing water main to the new tower. This change reflects the increase in cost to make changes required by Engineering Department. *Total Increase in Cost due to this Change:*
\$61,877.55



REVISIONS

[illegible]DOWNTOWN WATER TOWER
SITE UTILITY PLAN

**Bismarck - Detroit Lakes -
Dickinson - Fargo**
4733 Amber Valley Parkway South
Fargo, North Dakota 58104
Office: 701-373-7980
www.aplexenggroup.com

Project #	18 351 0008
Date	JANUARY 12 2021
Drawn By	Scott W
Checked By	Michael Q
Approved By	Tim P

Sheet:

01.C.01



February 12, 2024

Chloe Anderson
Apex Engineering Group

RE: Fargo ND-Extra Valve

Ms. Anderson,

Phoenix is requesting a change order to install the extra valve near the road per Apex’s request. Please see the price below.

Fran Unger to supply and install valve, couplets, valve box, blocking, bedding, excavation, backfill, tracer wire and box.....	\$58,931.00
Phoenix 5% markup.....	\$2,946.55
Total change order.....	\$61,877.55

Please note that if the city decides to have someone else install, we cannot warranty the pipe or the pressure test and they will assume all responsibility.

Thank you,

Courtney McLaughlin
Project Manager



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

April 25, 2024

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

Subject: Advertisement for Bid – Project WA2451 – Lime Softening WTP Secondary Softening Rehab

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2451: Lime Softening WTP Secondary Softening Rehabilitation. The project will rehabilitate secondary lime softening trains that have been in service since 1997. Included in the project, there will be some chemical feed system updates and coating replacement in chemical storage areas. Once Project WA2451 is completed, all major processes in the 1997 Lime Softening WTP will have been overhauled with technology updates to serve customers with drinking water in coming decades.

This project is funded through a low-interest State Revolving Fund (SRF) loan with the State of North Dakota. This project is on the 20-year Capital Improvement Plan (CIP) for the Water Utility. Previous master planning established this project on the CIP timeline and funding strategy.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2451, Lime Softening WTP Softening Basin Rehabilitation.

April 29, 2024

31

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

RE: Bid Award –Project WW1707
FEMA Project No. PDMC –PJ-08-ND-2018-023
Water Reclamation Facility Flood Protection Project

Dear Commissioners,

The Fargo/Regional Water Reclamation Facility (WRF) currently does not have permanent flood control measures in place to protect the facility during flooding events. The WRF has previously relied on temporary measures to protect the facility in the event of river flooding. Temporary earth levees were constructed through the center of the facility & south access road affecting daily operations for extended periods. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program will provide 75% funding for construction of a 500-year levee to protect infrastructure & eliminate the need for temporary levees for future floods. The estimate for the WWTP Levee is \$4.4 million resulting with the Federal share of \$3.3M and a local share of 25%. Note: Funding for the local share has a placeholder in the WRF Infrastructure Sales Tax Fund 455 and in the WRF 20 year CIP. Upon completion, this project will provide 500 year flood protection to the Water Reclamation Facility and tie into the primary line of protection for the City of Fargo.

Bid Opening

Bids were opened at 11:45 AM on Wednesday April 17th, 2024 for work associated with the Water Reclamation Facility Flood Protection Project. Based on review of the bids, the low responsible bid is from Park Construction Company in the amount of \$3,720,432.80.

Recommended Motion

Water Reclamation Utility staff recommend bid award to Park Construction Company for Project WW1707, Water Reclamation Facility Flood Protection Project.

Respectfully Submitted,



Jim Hausauer
Water Reclamation Utility Director



April 23, 2024

Mr. Jim Hausauer
Water Reclamation Utility Director
City of Fargo
3400 North Broadway
Fargo ND 58102

**Re: Fargo WWTP Flood Protection Improvements
Engineer's Bid Review and Recommendation to Award Bid
City Project No. WW1707; FEMA Project No. PDMC-PJ-08-ND-2018-023**

Dear Mr. Hausauer:

Bids were received at 11:30 a.m. on Wednesday, April 17, 2024 online via QuestCDN vBid and opened at 11:45 a.m. in the Engineering Conference Room at the Fargo City Hall for the above referenced project. The project was bid as one contract. One electronic bid was received and was read aloud. Park Construction Company submitted a total bid price of \$3,720,432.80. A detailed bid tabulation is attached to this letter for your use.

The recommendation to award the low, responsible bidder, is presented below based on review of the bids and correspondence held with the project stakeholders following the conclusion of the bid opening. The project team recommends the following construction contracts:

➤ **Award Contract No. 1 to Park Construction Company in the amount of \$3,720,432.80.**

It should be noted that this project was previously bid for the first time on February 28, 2024. At the first bid opening, one bid was from Park Construction Company in the amount of \$4,710,491.05. That bid was rejected and value engineering was completed in an effort to reduce the project construction cost. The current received bid to construct the Project is approximately \$1 million lower than the initial bid.

The City has been awarded a Pre-Disaster Mitigation FEMA grant to construct this project that includes 75 percent federal grant funding in the amount of \$3,300,710.61 and 25 percent local funding in the amount of \$1,100,236.88. The local share of the project costs is anticipated to be funded through a combination of Water Reclamation Utility rates and sales tax.



Mr. Mark Miller

Water Reclamation Utility Superintendent

Re: Fargo WWTP Flood Protection Improvements

Engineer's Bid Review and Recommendation to Award Bid

City Project No. WW1707; FEMA Project No. PDMC-PJ-08-ND-2018-023

4/23/2024

Page 2 of 2

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 213-2728.

Respectfully Submitted,

AE2S

Brian Gaddie, PE
Project Manager

Attachments

City of Fargo WWTP Flood Protection Improvements
City Project No. WW1707
FEMA Project No. PDMC-PJ-08-ND-2018-023
AE2S Project No. P00803-2016-070
Bid Opening Time 11:30 AM CDT Date Wednesday, April 17, 2024

		Acknowledge Addenda (1-2)	Bid Bond	ND Contractor's License or Renewal	Completed vBid worksheet	Base Bid
Contractor						
1	Park Construction Company	✓	✓	✓	✓	\$3,720,432.80
	Engineer's Estimate					\$3,000,000.00



Advanced Engineering and Environmental Services, LLC
 4170 28th Avenue S
 Fargo, ND 58104
 Tel: 701-364-9111

Brian Gaddie, PE

City of Fargo WWTP Flood Protection Improvements
City Project No. WW1707
FEMA Project No. PDMC-PJ-08-ND-2018-023
AE2S Project No. P00803-2016-070
Detailed Bid Tabulation

				Engineer Estimate		Park Construction Company	
				Unit Price	Extended Price	Unit Price	Extended Price
No.	Description	Qty.	Unit				
Base Bid							
Miscellaneous, Fences & Removals							
A	Mobilization, Bonding & Insurance	1	LS	125,000.00	125,000.00	445,800.00	445,800.00
B	Temporary Chain-link Fence	1	LS	85,900.00	85,900.00	61,300.00	61,300.00
C	Remove Fence (All Types)	620	LF	9.00	5,580.00	9.75	6,045.00
D	Remove Pipe (All Sizes All Types)	108	LF	30.00	3,240.00	239.00	25,812.00
E	Remove Concrete Pavement (All Depths)	548	SY	31.00	16,988.00	30.30	16,604.40
F	Remove Tree	3	EA	600.00	1,800.00	535.00	1,605.00
G	F&I Chain-link Fence	901	LF	60.00	54,060.00	56.90	51,266.90
H	Encase Pipe with CLSM (All Sizes All Types)	30	CY	1,000.00	30,000.00	1,450.00	43,500.00
Sanitary Sewer and Storm Manholes							
I	Raise Manhole	4	EA	5,500.00	22,000.00	8,040.00	32,160.00
Water Mains							
J1	F&I Water Main Pipe - 4" Dia	10	LF	150.00	1,500.00	229.00	2,290.00
J2	F&I Water Main Pipe - 6" Dia	375	LF	300.00	112,500.00	263.00	98,625.00
J3	F&I Water Main Pipe - 10" Dia	5	LF	350.00	1,750.00	433.00	2,165.00
K	F&I Gate Valve 6" Dia	1	EA	4,500.00	4,500.00	3,430.00	3,430.00
L1	F&I DI Fitting - MJ Coupling 4" Dia	1	EA	1,500.00	1,500.00	808.00	808.00
L2	F&I DI Fitting - MJ Coupling 10" Dia	1	EA	2,750.00	2,750.00	1,850.00	1,850.00
L3	F&I DI Fitting - MJ Red 6" x 4"	1	EA	1,500.00	1,500.00	894.00	894.00
L4	F&I DI Fitting - MJ Tee 4" x 4"	1	EA	1,750.00	1,750.00	1,090.00	1,090.00
L5	F&I DI Fitting - MJ Tee 10" x 6"	1	EA	3,500.00	3,500.00	2,330.00	2,330.00
L6	F&I DI Fitting - MJ 45 Degree Bend Dia 6"	8	EA	1,750.00	14,000.00	1,870.00	14,960.00
M	Connect Pipe to Exist Pipe	2	EA	5,000.00	10,000.00	5,960.00	11,920.00
Storm Drain Isolation							
N	F&I Gate Well (SD-200)	1	LS	450,000.00	450,000.00	504,700.00	504,700.00
O	F&I Sluice Gate 86" Dia Stainless Steel	1	LS	100,000.00	100,000.00	130,000.00	130,000.00
P1	18" Plug Valve Assembly	1	EA	40,000.00	40,000.00	51,700.00	51,700.00
P2	24" Plug Valve Assembly	1	EA	70,000.00	70,000.00	91,800.00	91,800.00
Flood Mitigation - Earthen Levee & Earthwork							
Q	Topsoil - Strip, Stockpile and Spread (Levee and Floodwall Area) (P)	1,725	CY	18.00	31,050.00	28.00	48,300.00
R	Topsoil - Haul (Levee and Floodwall Area)	1,000	CY	12.00	12,000.00	16.30	16,300.00
S	Topsoil - Import (Levee and Floodwall Area)	1,000	CY	20.00	20,000.00	36.00	36,000.00
T	Topsoil - Strip, Stockpile & Spread (Laydown Site) (P)	6,400	CY	12.00	76,800.00	10.20	65,280.00
U	Excavation - Levee Inspection Trench	3,175	CY	6.00	19,050.00	14.30	45,402.50
V	Excavation - Haul	1,600	CY	12.00	19,200.00	23.80	38,080.00
W	Impervious Fill - Import From Offsite	1,100	CY	20.00	22,000.00	45.00	49,500.00
X	Impervious Fill - Import From Onsite Stockpiles	8,325	CY	15.50	129,037.50	18.30	152,347.50
Y	Levee Inspection Trench	4,000	CY	10.00	40,000.00	10.40	41,600.00
Z	Embankment - Levee	6,900	CY	10.00	69,000.00	10.40	71,760.00
AA	Subgrade Preparation - Levee (P)	5,425	SY	3.00	16,275.00	3.30	17,902.50
BB	Embankment - Floodwall	525	CY	13.00	6,825.00	15.70	8,242.50
Geotextiles and Geogrids							
CC	F&I Woven Geotextile Fabric (P)	1,300	SY	3.75	4,875.00	3.75	4,875.00
Aggregate and Concrete Pavement							
DD	F&I Temporary Access Road for Laydown Yard	1	LS	57,892.39	57,892.39	65,700.00	65,700.00
EE	Subgrade Preparation - Pavement (P)	1,200	SY	3.75	4,500.00	5.75	6,900.00
FF	F&I Aggregate Crushed Conc - 12" Thick (P)	1,200	SY	23.00	27,600.00	26.90	32,280.00
GG	F&I Concrete Pavement - 10" Thick Reinforced (P)	1,100	SY	180.00	198,000.00	140.00	154,000.00

City of Fargo WWTP Flood Protection Improvements
City Project No. WW1707
FEMA Project No. PDMC-PJ-08-ND-2018-023
AE2S Project No. P00803-2016-070
Detailed Bid Tabulation

No. DescriptionQty. Unit				Engineer Estimate		Park Construction Company	
				Unit Price	Extended Price	Unit Price	Extended Price
Flood Protection - Flood Wall							
HH	F&l Sheet Pile	7,560	SF	65.00	491,400.00	65.50	495,180.00
II	F&l Sheet Pile Fabricated Transitions (greater than 100)	4	EA	1,400.00	5,600.00	2,350.00	9,400.00
JJ	F&l Tank wall vertical extension	135	LF	750.00	101,250.00	856.00	115,560.00
KK	F&l Fence Brackets	90	EA	45.00	4,050.00	60.90	5,481.00
LL	F&l Fence - chain-link, 8' tall	360	LF	60.00	21,600.00	97.90	35,244.00
MM	F&l Fence - chain-link, 8' tall, curved	135	LF	60.00	8,100.00	97.90	13,216.50
NN	F&l Tank tie-in concrete pier, decorative, clad to match	2	EA	18,000.00	36,000.00	28,000.00	56,000.00
OO	F&l Cladding ledger - sheet pile	360	LF	40.00	14,400.00	119.00	42,840.00
PP	F&l Cladding ledger - rolled at tank	135	LF	55.00	7,425.00	189.00	25,515.00
QQ	F&l Cladding at sheet pile	970	SF	75.00	72,750.00	86.90	84,293.00
RR	F&l Cladding at tank, curved	360	SF	45.00	16,200.00	106.00	38,160.00
SS	F&l Sheet pile cap steel fabrication (1/4" bent plate)	360	LF	125.00	45,000.00	162.00	58,320.00
TT	F&l Stone cap	135	LF	100.00	13,500.00	213.00	28,755.00
UU	F&l Stone cap transition pieces	6	EA	650.00	3,900.00	1,150.00	6,900.00
VV	Sheet Pile painting	2,200	SFC	10.00	22,000.00	8.55	18,810.00
WW	Sheet Pile dry side rock mulch and edging strip	30	CY	85.00	2,550.00	357.00	10,710.00
XX	F&l utility crossing walers	2	EA	3,500.00	7,000.00	2,980.00	5,960.00
YY	Sheet Pile trimming	100	HR	300.00	30,000.00	404.00	40,400.00
ZZ	Pile driver set up and mobilization	1	EA	40,000.00	40,000.00	54,000.00	54,000.00
Erosion and Sediment Control and Turf Establishment							
AAA	Stormwater Management	1	LS	10,000.00	10,000.00	10,200.00	10,200.00
BBB	Sediment Control Log 6" to 8" Dia	500	LF	2.34	1,170.00	3.00	1,500.00
CCC	Inlet Protection - Existing Inlet	10	EA	115.00	1,150.00	246.00	2,460.00
DDD	Silt Fence - Standard	7,170	LF	2.25	16,132.50	6.20	44,454.00
EEE	Temp Construction Entrance	4	EA	4,500.00	18,000.00	2,560.00	10,240.00
FFF	Concrete Washout Area	1	EA	1,000.00	1,000.00	3,400.00	3,400.00
GGG	Mulching Type 1 - Hydro	21,200	SY	1.50	31,800.00	0.55	11,660.00
HHH	Mulching Type 2 - Straw Mulch	15,000	SY	0.50	7,500.00	0.22	3,300.00
III	Erosion Control Blanket Type 1	6,000	SY	1.50	9,000.00	1.65	9,900.00
JJJ1	Seeding Type B	27,200	SY	1.00	27,200.00	0.33	8,976.00
JJJ2	Temporary Cover Crop	3	AC	1,800.00	5,400.00	491.00	1,473.00
Traffic Control							
KKK	Traffic Control - Major	1	LS	15,000.00	15,000.00	11,000.00	11,000.00
Base Bid Total					\$3,000,000.39		\$3,720,432.80

APPROVED BY THE BOARD
OF CITY COMMISSIONERS7/24/23
32REPORT OF ACTION

UTILITY COMMITTEE

Project: WW1707

Type: FEMA Pre-Disaster Mitigation Sub-grant Agreement

Location: Water Reclamation Utility Flood Protection

Date of Hearing: 7-12-2023

<u>Routing</u>	<u>Date</u>
City Commission	7-24-2023
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and attached FEMA Pre-Disaster Mitigation (PDM) Sub-grant Agreement with the North Dakota Department of Emergency Services (NDDDES) for an extension of the Period of Performance (POP) and a reduced Scope of Work (SOW). The Fargo Water Reclamation Facility (WRF) currently does not have permanent flood control measures in place to protect the facility during flooding events. The WRF has relied on temporary measures to protect the facility in the event of river flooding. In 2009, a temporary earth levee was constructed through the center of the facility & south access road affecting daily operations for weeks. Installing & removing temporary measures is time consuming and expensive. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program will provide 75% funding for construction of a 500-year levee to protect infrastructure & eliminate the need for temporary levees for future floods. The cost share provides 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs from non-Federal sources. Note: Funding for the local share has a placeholder in the WRF Infrastructure Sales Tax Fund 455 and in the WRF 20 year CIP.

The City of Fargo provided a formal request to extend the period of performance (POP) for the WRF Flood Protection Project to April 1, 2025. The main reasons for this extension request included the following items:

- The POP started October 1, 2018, however, the project was not formally awarded to the City until March 2020. This delay provided a smaller timeframe to complete the project.
- 99% Plans and specifications for the project have been developed. However, progress on the F-M Area Diversion project since the time of the original application has resulted in the lowering of the 500-year flood protection level. As such, it has been determined that the original scope and cost of the project can be reduced but will require redesign efforts.
- Due to the status of construction on the WRF Expansion, it was prudent to delay bidding & construction of the levee project to avoid conflicts between construction activities.

The City will proceed with revising plans and specifications for the project with an estimated bid to occur in Q3 of 2023 and an estimated completion date of Q4 of 2024 or Q1 2025.

The reduced scope of work for this project will complement the FM Diversion and provide permanent flood protection for the City of Fargo's WRF above the 500 year level of protection. The elevation for the Red River at the WRF (based on the FM Diversion model for 500 year flood protection) is 898' with the majority of the WRF campus below this elevation. The project will use levees, floodwalls, and a road grade raise to provide protection around the facility. **Once completed the project will provide flood protection to the WRF to a 500 year flood elevation and can tie into the emergency measure line of protection for the City of Fargo.**

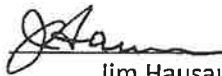
Motion

On a motion by Scott Olson, seconded by Dan Portlock, the Utility Committee voted to approve the FEMA Pre-Disaster Mitigation Sub-grant Agreement between the North Dakota Department of Emergency Services and the City of Fargo for Project WW1707 to include:

- A time extension for the Period of Performance to April 1, 2025
- A reduced Scope of Work
- Approval to solicit bids for Project WW1707

COMMITTEE:	Present	Yes	No	Unanimous	X
					<u>X</u>
					<u>Proxy</u>
Denise Kolpack, City Commissioner	X	X			
Susan Thompson, Interim Finance Director					
Brian Ward, Water Plant Superintendent	X	X			
Mark Miller, Water Reclamation Plant Supt.	X	X			
Bruce Grubb, Temp. PT City Administrator	X	X			
Scott Liudahl, City Forester	X	X			
Scott Olson, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director	X	X			
Tom Knakmuhs, City Engineer	X	X			
Dan Portlock, Water Utility Engineer	X	X			

ATTEST:


 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

**Hazard Mitigation Grant Program Subgrant Agreement for PDM 2018
Between The North Dakota Department of Emergency Services
And
The City of Fargo**

Amendment No. 2

To Contract Dated: 4 May 2020

ATTACHMENT A is replaced in its entirety by the following:

ATTACHMENT A

Approved Project Data

CFDA Title and Number: Disaster Grants – Pre-Disaster Mitigation Program, 97.047

Non-Disaster Grant Fiscal Year: 2018

Subrecipient: City of Fargo

Project Number: PDMC-PL-08-ND-2018-023

Project Cost: 100% - \$4,400,947.49

Federal Funding: 75% - \$3,300,710.61

Local Funding: 25% - \$1,100,236.88

Work Schedule: 4 March 2020 – 1 April 2025

Scope of Work:

The scope of work for this project is to provide permanent flood protection for the City of Fargo's Waste Water Treatment Plant (WWTP) above the 500-year level of protection. The elevation for the Red River at the WWTP based on the Fargo-Moorhead (F-M) Diversion model for Existing Conditions – 500 year is 898 feet (NAVD 88) and the majority of the WWTP campus is below this elevation. The project proposes the use of levees, floodwalls and a road grade raise to provide protection around the facility. The project has integrated standards from the City of Fargo, State and FEMA to develop the design. The top of levees will be constructed to 899 feet to include one (1) foot of freeboard and the top of floodwalls will be constructed to 901 feet to include two (2) feet of freeboard. Areas where minor regrading can achieve protection will simply be regraded to a minimum of 898 feet. Portions of the site to both the south and northeast are elevated above the 500-year floodplain, which the project proposes to tie into. The line of protection and respective scope of work descriptions for each area are as follows

- A sheet pile flood wall will be constructed along the northeast corner of the site due to space limitations between the street right-of-way, existing utilities and existing plant infrastructure.
- A Clay levee will be constructed from the floodwall along the north side of the campus. The levee will turn south to the west of the central generation station and end at the east-west access road located to the north of the drying beds. This road will need to be raised to a minimum of 898 feet at the levee tie-in location.
- The road to the east of the drying beds will be regraded to provide a continuous 898 foot contour. Once south of the drying beds, the road is already at or above 898 feet. The remaining portions on the south side of the campus are above 898 feet. Re-grading of the road may result in the need for additional storm system improvements as it will impact site drainage. While this leaves the drying beds on the wet side of the line of protection, it was determined with WWTP staff that flooding of the drying beds would not result in any significant interruption to operation of the plant.

Once completed, the project will provide flood protection to the Fargo WWTP to a 500-year flood elevation.

Work Schedule:

Environmental Permitting	2 Months
Final Design	8 Months
Bidding	2 Month
Construction	18 Months
Project Closeout	5 Months
Total:	35 Months

Cost Estimate:

Safety Fence	Construction And Project Improvement	3,500.00	Linear Foot	\$ 3.50	\$ 12,250.00
Remove & Replace Chain Link Fence	Construction And Project Improvement	700.00	Linear Foot	\$ 65.00	\$ 45,500.00
F&I Fence Ornamental	Construction And Project Improvement	420.00	Linear Foot	\$ 200.00	\$ 84,000.00
F&I 24' Gate Opening 6' Ornamental Cantiever	Construction And Project Improvement	1.00	Each	\$ 51,000.00	\$ 51,000.00
Remove pipe all sizes and types	Construction And Project Improvement	350.00	Linear Foot	\$ 30.00	\$ 10,500.00
Remove Concrete Pavement	Construction And Project Improvement	500.00	Square Yard	\$ 15.00	\$ 7,500.00
Raising Internal road	Construction And Project Improvement	2,000.00	Square Yard	\$ 16.00	\$ 32,000.00
Remove and F&I Hydrant Assembly	Construction And Project Improvement	1.00	Each	\$ 8,000.00	\$ 8,000.00
F&I Gate Well (10'x4', 5'x4' Box)	Construction And Project Improvement	1.00	Each	\$ 210,000.00	\$ 210,000.00
F&I Sluice Gates 24", 36", 90" Dia SS	Construction And Project Improvement	1.00	Each	\$ 235,500.00	\$ 235,500.00
F&I Valve 8" Dia	Construction And Project Improvement	1.00	Each	\$ 7,500.00	\$ 7,500.00
Vault K Modifications	Construction And Project Improvement	1.00	Unknown	\$ 90,000.00	\$ 90,000.00
F&I 27" Dia Round Inlet RDI	Construction And Project Improvement	1.00	Each	\$ 2,500.00	\$ 2,500.00
Erosion Control	Construction And Project Improvement	1.00	Each	\$ 42,960.00	\$ 42,960.00

F&I Concrete Pavement and Preparation and Geotexti	Construction And Project Improvement	188.89	Square Yard	\$ 105.00	\$ 19,833.45
Top Soil Strip and Haul	Construction And Project Improvement	1,018.52	Cubic Yard	\$ 24.00	\$ 24,444.48
Topsoil (Haul and Spread)	Construction And Project Improvement	1,203.70	Cubic Yard	\$ 36.00	\$ 43,333.20
Seeding	Construction And Project Improvement	11,873.33	Cubic Yard	\$ 1.50	\$ 17,810.00
Topsoil -Strip Stockpile and Spread	Construction And Project Improvement	2,500.00	Cubic Yard	\$ 14.00	\$ 35,000.00
excavation inspect trench and haul	Construction And Project Improvement	3,732.00	Cubic Yard	\$ 44.00	\$ 164,208.00
Remove Tree	Construction And Project Improvement	1.00	Each	\$ 500.00	\$ 500.00
impervious fill import	Construction And Project Improvement	8,232.00	Cubic Yard	\$ 36.00	\$ 296,352.00
embankment levee	Construction And Project Improvement	4,500.00	Cubic Yard	\$ 12.00	\$ 54,000.00
Contingency	Contingencies	1.00	Each	\$ 175,238.52	\$ 175,238.52
Project Management Fees	Other Architectural Engineering Basic Fees	1.00	Each	\$ 175,238.52	\$ 175,238.52
subgrade preparation levee	Construction And Project Improvement	7,222.22	Square Yard	\$ 6.00	\$ 43,333.32
F&I Sheet Pile	Construction And Project Improvement	6,700.00	Square Foot	\$ 175.00	\$ 1,172,500.00
F&I Tank Wall vertical extension	Construction And Project Improvement	125.00	Linear Foot	\$ 370.00	\$ 46,250.00
F&I Fence Modular deco 8'Tall	Construction And Project Improvement	315.00	Linear Foot	\$ 310.00	\$ 97,650.00
F&I ence Modular deco 8' Tall Curved	Construction And Project Improvement	125.00	Linear Foot	\$ 350.00	\$ 43,750.00
F&I Tank tie-in concrete pier, deco, clad to match	Construction And Project Improvement	2.00	Each	\$ 32,000.00	\$ 64,000.00
F&I Cladding Ledger sheet pile	Construction And Project Improvement	333.00	Linear Foot	\$ 72.00	\$ 23,976.00

Engineering and Construction	Architectural Engineering Basic Fees	1.00	Unknown	\$ 452,000.00	\$ 452,000.00
F&I Cladding at sheet pile and curved tank	Construction And Project Improvement	1.00	Unknown	\$ 123,600.00	\$ 123,600.00
F&I sheet Pile Cap steel and stone cap	Construction And Project Improvement	333.00	Linear Foot	\$ 290.00	\$ 96,570.00
Pre-Award Engineering Fees	Preliminary Expense	1.00	Each	\$ 93,700.00	\$ 93,700.00
Mobilization	Construction And Project Improvement	1.00	Unknown	\$ 102,100.00	\$ 102,100.00
Misc Flood Wall components	Construction And Project Improvement	1.00	Unknown	\$ 26,900.00	\$ 26,900.00
Paint dry side sheet pile and rock mulch edge stri	Construction And Project Improvement	1.00	Unknown	\$ 66,650.00	\$ 66,650.00
F&I Sheet Trimming, mobilization and setup	Construction And Project Improvement	1.00	Unknown	\$ 87,800.00	\$ 87,800.00
Traffic Control	Construction And Project Improvement	1.00	Each	\$ 15,000.00	\$ 15,000.00
				Total Cost	\$ 4,400,947.49

Other Conditions:

Environmental requirements, as noted below and in the attached FEMA award letter dated 4 March 2020 must be met and documented. The attached environmental form must be completed and submitted before grant can be closed out:

Source of Condition: Executive Order 11988 – Flood Plains

The current footprint of the wastewater treatment plant does not encroach on a FEMA-identified 1 %-chance floodplain. However, be advised that floodplains (Zone AE) and regulatory flood way are directly adjacent to the facility as it currently exists. Any encroachment on the 1 %-chance floodplain will require a floodplain development permit from the City of Fargo. In addition, development in the regulatory floodway carries additional requirements per NDCC § 61-16.2-14. Before authorizing any development, the community responsible for permitting such use shall request a floodway review from the State Engineer. The application form may be downloaded from our website under "Regulation & Appropriation, Floodplain Management." Please contact Dionne Haynes with any questions regarding this process. The Floodplain Administrator for the City of Fargo is Jody Bertrand (Floodplain Administrator), 701-241-1548, jbertrand@cityoffargo.com. The NFIP map used to make this determination is Panel I/38017C0591G, Date: 1/16/2015.

Source of Condition: Clean Water Act

The City shall consult with the USACE to determine final project requirements. The City is responsible for obtaining any needed permits and verifying and complying with all permit requirements, including wetland mitigation, any permit conditions, pre-construction notification requirements, and regional conditions as provided by the Army Corps of Engineers. The City is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre- Construction Notification (PCN) conditions of applicable nationwide permits.

Source of Condition: National Historic Preservation Act

All borrow material and/or rip rap must come from a ND SHPO approved source. If the applicant chooses to use a borrow source that is not NDDOT Certified and/or from an existing stockpile, the following must occur prior to digging:

1. State Historical Preservation Office (SHPO) approval including completion and FEMA approval of required archeological surveys.
2. The applicant shall notify the FEMA Regional Environmental Officer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, and shall not begin work until notified by the FEMA Regional Environmental Officer that the requirements of the Endangered Species Act have been satisfied.
3. Applicant is required to coordinate borrow pit locations with the USFWS Wetland District Manager to avoid project impacts to easements or public lands.
4. Applicant is responsible for ensuring that no borrow pit activity occurs in Waters of the United States, wetlands or a river listed on the Nationwide Rivers Inventory (NRI). Borrow pit activity occurring in a floodplain must not affect pre-existing hydrological profiles. If activities occur in prime farmland ground disturbance must be temporary, one time use, and no permanent loss of farmland may occur.

Source of Condition: State Water and Soil Laws

1. Applicant shall comply with proper construction practices and environmental disturbance requirements as outlined in the NDDOH letter dated 8/29/17.
2. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance, and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction must be followed.
3. Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the re-establishment of vegetation or other permanent cover. Further information on the storm water permit may be obtained from the Department's website or by calling the Division of Water Quality (701-328-5210). Also, cities may impose additional requirements and/or specific best management practices for construction affecting their storm drainage system. Check with the local officials to be sure any local storm water management considerations are addressed.

4. The proposed construction project is located near the West Fargo aquifer. Care should be taken to avoid spills of any materials that may have an adverse effect on groundwater quality. All spills must be immediately reported to this Department and appropriate remedial actions performed.
5. Per the NDSWC, initial review indicates the project does not require a conditional or temporary permit for water appropriation. However, if surface water or groundwater will be diverted for construction of the project, a water permit will be required per North Dakota Century Code (NDCC) § 61-04-02. Please consult with the Water Appropriations Division of the Office of the State Engineer (OSE) at 701-328-2754 or waterpermits@nd.gov if you have questions.
6. A Sovereign Land Permit will be required for any work below the ordinary high water mark of the Red River. Please contact Ashley Persinger, OSE Sovereign Land Specialist, at 701-328-4988 or apersinger@nd.gov if you have questions.
7. It is likely that the levee proposed, including both temporary and permanent levees and floodwalls, requires or will require a construction permit from the OSE. The OSE requests more information regarding the temporary and permanent levees, including plans and specifications for the levees and floodwalls. Additional information may be necessary to submit with a construction permit application to ensure the levee and floodwall design can be adequately reviewed. For further information on the OSE's permitting requirements, please visit the Regulation & Appropriation tab on the OSE's website (swc.nd.gov). Please contact the OSE Engineering and Permitting Section at 701-328-2752 if you have questions.
8. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.

Standard Conditions:

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

FOR THE SUBGRANTEE:

Timothy J. Mahoney - Mayor
Name and Title

 7/24/23
Signature Date

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES

Todd Joersz 6/6/23
Todd Joersz -- State Hazard Mitigation Officer Date