

FARGO CITY COMMISSION AGENDA
Monday, March 31, 2025 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of negotiation discussions regarding an offer received from WMF Properties LLC and from Hazer Ventures LLC for the acquisition of portions of the City property west of the landfill and to establish strategy and pricing for other portions of the same City property to be marketed for sale by the City. Discussing these negotiations, strategy and pricing in an open meeting would have a negative fiscal effect on the bargaining position of the City of Fargo. An Executive Session for this matter is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 9.

Regular Meeting at 5:00 P.M.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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 FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 17, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Article 13-03 of Chapter 13 of the Fargo Municipal Code Relating to the Control and Regulation of Food Service Establishments and an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
- 2. 1st reading of an Ordinance Enacting Section 10-0327 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare.
- 3. 1st reading of an Ordinance Amending Sections 25-1518(A) and (B) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages and Section 1-0305 of Chapter 1-03 Relating to Ordinance Violations.
- 4. Interest Buydown Agreement – PACE Program with the Bank of North Dakota received by Gateway Arches Real Estate Holdings LLC.
- 5. Site Authorizations for Games of Chance:
 - a. Fargo Youth Hockey Association at Buffalo Wild Wings-19th Avenue North.
 - b. Fargo Youth Hockey Association at Buffalo Wild Wings-42nd Street South.

- c. Fargo Youth Hockey Association at Fargo Youth Hockey Association.
 - d. North Dakota Association for the Disabled, Inc. at Bulldog Tap.
 - e. North Dakota Association for the Disabled, Inc. at Cowboy Jack's.
 - f. Plains Art Museum at Big Top Bingo.
 - g. Plains Art Museum at Blue Wolf Casino.
 - h. Plains Art Museum at Wild Bill's Sports Saloon.
 - i. WF Events, Inc. d/b/a West Fargo Events at Fargo Billiards & Gastropub.
6. Applications for Games of Chance:
- a. Anne Carlsen for a raffle and raffle board on 4/26/25.
 - b. Carson Glore Foundation for a raffle and raffle board on 6/2/25.
 - c. Centennial Elementary for a raffle on 4/4/25.
 - d. Delta Delta Delta for a raffle on 4/7/25.
 - e. Fargo Lions for sports pool from 9/8/25 to 12/29/25.
 - f. St. John Paul II Catholic Schools for a raffle on 4/26/25.
 - g. STEM Alliance of Fargo Moorhead for a raffle on 5/1/25.
 - h. YWCA Cass Clay for a raffle and raffle board on 4/28/25.
7. Renewal of the Alcoholic Beverage and Live Entertainment Licenses until 3/31/26, contingent upon all essential requirements for renewal are met by 3/31/25.
8. Contract and bond for Project No. PR-25-B1.
9. Contract and bond for Project No. SR-25-A1.
10. Contract and bond for Project No. TN-24-A1.
11. Variance Acknowledgement and Liability Waiver with Century Holdings LLC for property located at 3459 39th Street South.
12. Amendment No. 2 with Houston Engineering in the amount of \$35,000.00 for Project No. MS-24-A0.
13. U.S. Department of Transportation Grant Agreement Under the Fiscal Year 2022 RAISE Grant Program.
14. Memorandum of Understanding with the City of West Fargo for Project Nos. TR-25-C1 and TR-25-D1.
15. Bid award to Opp Construction LLC in the amount of \$1,038,742.90 for Project No. PR-25-A1.
16. Bid award to Border States Paving, Inc. in the amount of \$1,851,825.70 for Improvement District No. PR-25-E1.
17. Create Improvement District No. BR-25-B and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
18. Create Improvement District No. PN-25-A and adopt Resolution of Necessity (Asphalt Wear Course).
19. Create Improvement District No. PR-25-F and adopt Resolution of Necessity (Concrete Paving Rehab/Reconstruction).

20. Items from the FAHR Meeting:
 - a. Receive and file Sales Tax Revenue Update.
 - b. Receive and file General Fund - Budget to Actual through 2/28/25.
 - c. Purchase of four Trikke Positron 72v-XLs units from Trikke Professional Mobility using seized asset forfeiture funds in the amount \$51,000.00 and related budget adjustment (RFQ25128).
21. Notice of Grant Award from the ND Department of Health and Human Services for increasing TB infection identification and treatment (CFDA #93.116).
22. Memorandum of Understanding between Local Public Health Units in the Southeast North Dakota Public Health Collaborative.
23. Appointment of Dr. Jessie Lindemann as Health Officer for Fargo Cass Public Health (RFP25078).
24. Direct the City Attorney's office to work with the Public Works and Water Filtration Departments to review and update Article 16-02 - Control and Regulation of Water Meters.
25. Authorization Application for Vector Disease Control International, LLC for aerial spraying.
26. Bid awards to Master Construction; Earthwork Services, Inc.; Lenzmeier Trucking Inc.; and Diesel Dogs Contracting, LLC for 2025/2026 Snow Hauling Trucking Services and subsequent Services Agreements (RFP25059).
27. Bid award to Poynette Iron Works in the amount of \$283,765.00 for front load containers (RFP25105).
28. Resolution Authorizing the Issuance and Sale of \$30,595,000.00 City of Fargo Sales Tax and Water Revenue Bond, Series 2025B and \$4,100,000.00 City of Fargo Taxable Sales Tax and Water Revenue Bond, Series 2025C.
29. Bid advertisement for Project No. WA2502 (Water Tower Demolition).
30. Bid advertisement for Project No. WA2501 (Water Tower No. 6 Reconditioning).
31. Bid advertisement for Project No. WA243A (Lead Service Line Replacement Phase 1).
32. Bills.

REGULAR AGENDA:

33. Recommendation for appointments to the Board of Health.

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

34. **PUBLIC HEARING** - Hearing to consider a Renewal Plan and Developer Agreement with Skyline, LLC for Tax Increment Financing District No. 2018-03 (1100 block of 18th Street North); continued from the 3/17/25 Regular Meeting.
35. **PUBLIC HEARING** - Application for a Class "F" Alcoholic Beverage License for Sol Ave Kitchen, Inc. d/b/a Nova Eatery & Supper Club to be located at 402 Broadway North.

36. **PUBLIC HEARING** - Application for a Class "ABH-Limited" Alcoholic Beverage License for TC Lodging LLC d/b/a Springhill Suites to be located at 3401 Jacks Way South.
37. **PUBLIC HEARING** - Application for a Class "B-Limited" Alcoholic Beverage License for STL of North Dakota d/b/a Target Wine & Spirits to be located at Southeast Corner of 38th Street South and Alexander Drive South.
38. Recommendation from Commissioner Strand to make City-owned property available for a possible Convention Center location in the RFP process.
39. Legislative Update.
40. Liaison Commissioner Assignment Updates.
41. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).

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

Minutes are available on the City of Fargo web site at FargoND.gov/CityCommission.

**OFFICE OF THE
CITY ATTORNEY****CITY ATTORNEY**
Nancy J. Morris**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

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ASSISTANT CITY ATTORNEYS

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

March 27, 2025

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

**RE: Proposed Amendments to Article 13-03 and Section 1-0305(A)(1) of the
Fargo Municipal Code**

Dear Mayor and Commissioners,

Presented for your consideration and approval is an ordinance amending Article 13-03 of the Fargo Municipal Code relating food service establishments and an ordinance amending Section 1-0305(A)(1) relating to the classification of ordinance violations. At its November 25, 2024, meeting, the Board of City Commissioners directed the City Attorney's Office to work with the Environmental Health Division to revise Article 13-03, and since that time, I have worked closely with Grant Larson and his team since to research and update the ordinance to enhance clarity, structure, and alignment with regulatory standards.

A primary concern with Article 13-03 was its complexity, which made it difficult to navigate. Many of the proposed revisions focus on restructuring headings and reorganizing content to improve readability and streamline processes. Also, redundant or poorly complex terminology found throughout the ordinance has been simplified to align more closely with the language of the FDA Food Code, which is enforced by the Environmental Health Division.

The provisions regarding the suspension and revocation of licenses were also unclear. To address this, the revised ordinance clarifies the criteria and process for these actions, ensuring that food service establishment owners have clear guidance to maintain compliance and avoid violations.

I am also remitting to you for your consideration an ordinance amending Section 1-0305(A)(1) of the Fargo Municipal Code, which would increase the penalty for violations of Article 13-03 from an infraction to a Class B misdemeanor. This change aligns with state law, which classifies violations related to operating a food establishment without complying with Chapter 33-33-04.1 of the North Dakota Administrative Code (adopted by reference in Section 13-0401 of the Fargo Municipal Code) as a Class B misdemeanor. The proposed penalty adjustment also aligns with similarly regulated city health licenses, such as tanning facilities and body art establishments, where violations are similarly classified as Class B misdemeanors.

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Suggested Motion: I move to receive and file an Ordinance amending Article 13-03 of Chapter 13 of the Fargo Municipal Code relating to food service establishments and an Ordinance amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code relating to the classification of ordinance violations, and to place the Ordinances on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Alissa R. Farol Czapiewski', written in a cursive style.

Alissa R. Farol Czapiewski
Assistant City Attorney

Enc.

cc: Grant Larson, Environmental Health Director

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

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

13-0301. Definitions.

In this chapter, unless the context otherwise requires,

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

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

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

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

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

13-0303. Inspection of food establishments.

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

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

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

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

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

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

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

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

A. Authority of the Public Health Department

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

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

A B. Immediate Closure

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

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

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the requirements of this chapter;

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

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

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

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

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

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

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

C. Suspension of License

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

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

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

D. Revocation of License

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

2. Revocation Consequences and Reinstatement:

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

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

c. A new license may only be issued if:

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

ii. The proprietor properly reapplies under this chapter; and

iii. The reinstatement license fee is paid.

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

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

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

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

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

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

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

Section 2. Penalty.

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

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Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

1-0305. Classification of ordinance violations.

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

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

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(failure to deliver plates) section 8-0803 (accidents involving damage to vehicle), section 8-0864 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), article 13-03 (food establishments), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

* * * *

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

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

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

5
6 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

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

9
10 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
implement such authority by the adoption of this ordinance.

11
12 NOW, THEREFORE, be it Ordained by the Board of City Commissioners of the City of
Fargo:

13 Section 1. Enactment.

14
15 Section 10-0327 of Article 10-03 of Chapter 10 of the Fargo Municipal Code is hereby
enacted to read as follows:

16 10-0327. Consuming or Possessing Alcoholic Beverages in Public.

17
18 A person may not consume alcoholic beverages, or possess an open container, to
include any bottle, can or other receptacle that contains any amount of alcoholic beverages,
upon streets, avenues, alleys, sidewalks, stairways, thoroughfares, or other public property in
an area within the City, nor in or upon the parking areas of private shopping centers, hotels,
19 motels, licensed liquor establishments, restaurants, clubs, religious institutions, or similar
establishments, unless such areas have been designated as part of an on-sale licensed premise,
20 or granted a special event permit.
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

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

Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

13

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

25-1518. – Unlawful practices

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

Section 2. Amendment.

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

1-0305 – Classification of Ordinance Violations

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Penalty.

1 A person who willfully violates section 10-0326 of Article 10-03 of Chapter 10 of
2 this ordinance is guilty of an infraction. Every person, firm or corporation violating an
3 ordinance which is punishable as an infraction shall be punished by a fine not to exceed
4 \$1,000; the court to have power to suspend said sentence and to revoke the suspension
5 thereof.

Section 4. Penalty.

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

Section 5. Effective Date.

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

12 _____
13 Dr. Timothy J. Mahoney, M.D., Mayor

14 Attest:


15 _____
16
17 Steven Sprague, City Auditor

18 First Reading:
19 Second Reading Final Passage:
20 Publication:
21
22
23

4

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: March 25, 2025

SUBJECT: In-Kind Commitment for Bank of ND Interest Buydown Program

Gateway Arches Real Estate Holdings, LLC is using Renaissance Zone incentives to construct a new building at 300 Main Avenue. The City of Fargo already approved a Renaissance Zone property tax exemption for the project.

The LLC is applying for an interest rate buydown from the Bank of North Dakota. This application requires community match, which can be fulfilled by an in-kind contribution of the Renaissance Zone property tax exemption.

Attached are agreements the City needs to approve for the Renaissance Zone property tax incentives to serve as the in-kind contribution for the interest buydown program. Notably, Fargo is not providing any cash or loan guarantees. The Bank of North Dakota will provide a lower interest rate if this interest buydown is approved.

Recommended Motion

Approve the agreement to provide in-kind contributions of Renaissance Zone property tax exemptions to Gateway Arches Real Estate Holdings, LLC.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC
Program Option:	Flex PACE

INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between **CITY OF FARGO** (the "Community"), and the **Bank of North Dakota** ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by **GATEWAY ARCHES REAL ESTATE HOLDINGS LLC** (the "Borrower") from BANK FORWARD (the "Originating Lender") pursuant to a promissory note dated _____. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note – means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC
Program Option:	Flex PACE

ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.
8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. Job Creation: - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

ARTICLE V

CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

Community:	CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC 400 10TH ST SE MOORHEAD MN 56560-0000

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver, Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited,

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GATEWAY ARCHES REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

CITY OF FARGO

By: _____

Its: _____

BANK OF NORTH DAKOTA

By:  _____

Rodney Heit

Its: Business Banker

GATEWAY ARCHES REAL ESTATE HOLDINGS LLC

By: _____

Title: _____

**ESCROW AGREEMENT
PACE PROGRAM**

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **GATEWAY ARCHES REAL ESTATE HOLDINGS LLC** (the "Borrower") by **BANK FORWARD** (the "Originating Lender") pursuant to a promissory note dated _____ (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents - means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent - means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program - means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program - means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Interest Buydown Amount - means the actual amount to be paid by the Escrow Agent on behalf

of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule –labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return

of funds or final Interest Rate Reduction disbursement and shall have no further duties or obligations to any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

Community:	CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market
Escrow Agent:	BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department
Lender:	BANK FORWARD PO BOX 7070 FARGO ND 58106

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the

convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver; Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

BANK OF NORTH DAKOTA, BND

By: Rodney Heit

Rodney Heit
Title: Business Banker

CITY OF FARGO

By: _____

Title: _____

BANK OF NORTH DAKOTA, Escrow Agent

Carrie Willets

Title: ESCROW OFFICER

Please select Community's preferred billing option:

- ☐ One-Time Payment (PV)
- ☐ Annually
- ☐ Semi-Annually
- ☐ Quarterly
- ☐ Monthly
- ☐ In-Kind

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **GATEWAY ARCHES REAL ESTATE HOLDINGS LLC** (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately **1.00** percent below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

CITY OF FARGO

Community Authorized Representative

(Please type or print name above)



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

(5w)

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

Street

1515 19TH AVE N.

City

FARGO

ZIP Code

58102

County

CASS

Beginning Date(s) Authorized

7/1/25

Ending Date(s) Authorized

6/30/26

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

0

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

SURROUNDING BAR AREA SEE MAP ATTACHED

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)

N/A

Hours of gaming (if restricted)

N/A

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

3/31/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(56)

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 WINES

Street

1501 42ND ST SW

City

FARGO

ZIP Code

58103

County

CASS

Beginning Date(s) Authorized

7/01/25

Ending Date(s) Authorized

6/30/26

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

0

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

SURROUNDING BAR AREA SEE MAP ATTACHED

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 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)

N/A

Hours of gaming (if restricted)

N/A

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APPROVALS

Attorney General

Date

Signature of City/County Official

Date

3/31/25

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

50

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

40th Ave Business Center, Headquarters of FYHA

Street

3955 40th Ave S, Suite A

City

Fargo

ZIP Code

ND

County

58104

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2025

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)

N/A

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

Raffle only. Feb 2026

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 throughly 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)

N/A

Hours of gaming (if restricted)

N/A

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APPROVALS

Attorney General

Date

Signature of City/County Official

Date

3/31/25

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

(5d)

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

Full, Legal Name of Gaming Organization

North Dakota Association for The Disabled, 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

Bulldog Tap

Street 4265 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 07/01/2025	Ending Date(s) Authorized 06/30/2026	Number of Twenty-One tables, if zero, enter "0" 2	

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

Gaming will be conducted in the 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)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" 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 checked="" 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 3/31/25

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

Steven Sprague/City Auditor

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

56

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

Full, Legal Name of Gaming Organization

North Dakota Association for The Disabled, 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

Cowboy Jack's

Street 506 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 07/01/2025	Ending Date(s) Authorized 06/30/2026	Number of Twenty-One tables, if zero, enter "0" 1	

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

Gaming will be conducted in the 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)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" 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 checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/31/25
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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GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

(5f)

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

Full, Legal Name of Gaming Organization

Plains Art Museum

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

Big Top Bingo

Street 901 25 St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/2025	Ending Date(s) Authorized 06/30/2026	Number of Twenty-One tables, if zero, enter "0" 0	

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/31/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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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)

548

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

Full, Legal Name of Gaming Organization

Plains Art Museum

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

Blue Wolf Casino

Street 3402 Interstate Blvd S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/2025	Ending Date(s) Authorized 06/30/2026	Number of Twenty-One tables, if zero, enter "0" 6	

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/31/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

5h

G - _____ (_____) _____

Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

Plains Art Museum

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

Wild Bill's Sports Saloon

Street

1776 45 St S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07/01/2025

Ending Date(s) Authorized

06/30/2026

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

1

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

3/31/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(51)

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

Full, Legal Name of Gaming Organization
WF Events Inc. dba. West Fargo Events

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 <i>Fargo Billiards & Gastropub</i>			
Street <i>3234 43rd St</i>	City <i>Fargo</i>	ZIP Code <i>58104</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>7-1-25</i>	Ending Date(s) Authorized <i>6-30-26</i>		Number of Twenty-One tables, if zero, enter "0" <i>2</i>
Specific location where games of chance will be conducted and played at the site (required) <i>Bar Area shown on map</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" 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 <i>3/31/25</i>
PRINT Name and official position of person signing on behalf of city/county above <i>Steven Sprague/City Auditor</i>	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

Car

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

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

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

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

ORGANIZATION INFO

Name of Organization or Group

Anne Carlsen

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

April, 26, 2025

Organization or Group Contact Person

Becky Aamodt

E-mail

rebecca.aamodt@annecenter.org

Telephone Number

701.403.9887

Business Address

3030 24th Ave S

City

Moorhead

State

MN

ZIP Code

56560

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

Holiday Inn

County

Site Physical Address

3803 13th Ave S

City

Fargo

State

ND

ZIP Code

58103

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

All Games will take place at our Fargo Gala Event on April 26th, 2025 between 5:00PM and 11:00PM

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Boards	See Attached Description and Prizes	
Raffle Drawing	See attached description and prizes	
Heads or Tails	see attached description and Prize as well as additional approval letter	
Total (limit \$40,000 per year)		\$ 4567

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)

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ No ☒ Yes - Total Retail Value: \$1000 (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 FN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

☐ Yes ☐ No

Printed Name of Organization Group's Permit Organizer

Rebecca Aamodt

Telephone Number

701.403.9887

E-mail Address

rebecca.aamodt@annecenter.org

Signature of Organization Group's Permit Organizer

Title

Events and Special Projects Coordinator

Date

3.27.25

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

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

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

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

ORGANIZATION INFO

Name of Organization or Group Carson Glore Foundation		Dates of Activity (Does not include dates for the sales of tickets) June 2, 2025	
Organization or Group Contact Person Nathan Nerland	E-mail nathannerland@gmail.com	Telephone Number 612-619-5109	
Business Address 66 9th St E	City St Paul	State MN	ZIP Code 55101
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Osgood Golf Course		County Cass	
Site Physical Address 4400 Clubhouse Dr 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.) 06/02/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	55 in. Samsung TV	\$357.99
Raffle	22.5 in. Black Smart Temp Charcoal Grill with Stand	\$399.00
Raffle	40V HP Brushless 20 in. Cordless Electric Self propelled Lawn Mower	\$429.00
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Build schools, fresh water wells, and latrines, educate and provide safety for children in Kenya and Uganda	
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 Jill Kurtz	Telephone Number 701-730-4481	E-mail Address fargojill@msn.com
Signature of Organization Group's Permit Organizer <i>Jill Kurtz</i>	Title Raffle Volunteer	Date 03/23/2025



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

(Handwritten initials)

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 Centennial Elementary		Dates of Activity (Does not include dates for the sales of tickets) April 4, 2025	
Organization or Group Contact Person Kayla Terry		E-mail Centennialcubspta@gmail	Telephone Number 701 799 0149
Business Address 4201 25th StS.		City Fargo	State ND
Mailing Address (if different)		City	State ND
			ZIP Code 58104

SITE INFO

Site Name Centennial Elementary		County Cass	
Site Physical Address 4201 25th StS.		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.) 4-4-2025 Raffle 50/50 - 4-4-2025, Raffle basket - 4-4-2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	1/2 of profit/funds earned	\$1000
Basket Raffle	baskets of goods, built by families	\$20 x 10 = \$200
Total (limit \$40,000 per year)		\$ 1200

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Support 5th grade party for graduation	
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 checked="" type="checkbox"/> Yes <input 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: \$800 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Kayla Terry	Telephone Number 701-799-0149	E-mail Address Centennialcubspta@gmail.com
Signature of Organization Group's Permit Organizer Kayla Terry	Title President	Date 3/13/2025



PERMIT

**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

Name of Organization or Group Delta Delta Delta		Dates of Activity (Does not include dates for the sales of tickets) 4/7/2025	
Organization or Group Contact Person Melanie VanHecke	E-mail melanie.vanhecke@ndsu.edu	Telephone Number 605-295-0191	
Business Address 1313 N University Dr	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

Site Name Tri Delta House		County Cass	
Site Physical Address * 1313 N University Dr		State ND	ZIP Code 58102
City Fargo			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle 4/7/25			

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$200 Visa Gift Card	\$200
Total (limit \$40,000 per year)		\$ 200 200

Intended Uses of Gaming Proceeds Donate to St. Jude Children's Hospital

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

☐ Yes ☒ No

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


☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Melanie Vanhecke	Telephone Number 601-295-0191	E-mail Address melanie.vanhecke@ndsu.edu
Signature of Organization Group's Permit Organizer 	Title Director of Philanthropy	Date 3/24/25



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

(Handwritten signature)

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 type="checkbox"/> Calendar Raffle <input checked="" 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 Lions		Dates of Activity (Does not include dates for the sales of tickets) 09/08/2025 to 12/29/2025	
Organization or Group Contact Person Trent Freier	E-mail Fargo.Lions.Treasure@outlook.com	Telephone Number 701-226-1475	
Business Address PO Box 21	City Fargo	State ND	ZIP Code 58102-0021
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Lions c/o Trent Freier		County Cass	
Site Physical Address 4853 Woodhaven Dr	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.) Every Monday 09/08/2025 thru 12/29/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Sports Pool	Cash. Monday Night Football (NFL) calendar sports pool. Cash prize of \$500	10,200.00
	each game per board. 17 games in season for total prizes of \$850 per set	
	(book) sold. Maximum 12 sets of books for \$10,200 payouts.	
Total (limit \$40,000 per year)		\$ 10,200.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Lions Club Charitable programs which includes paying for eye exams and eye glasses for those without insurance coverage.	
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 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 Jenna Currie-Mueller	Telephone Number 701-540-8498	E-mail Address jenna@f5project.org
Signature of Organization Group's Permit Organizer <i>(Handwritten signature)</i>	Title Vice President	Date 03/17/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

(Handwritten initials)

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 St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) 03/26/2025 04/26/2025	
Organization or Group Contact Person Liz Bassett		E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242
Business Address 5600 25th Street S		City Fargo	State ND
Mailing Address (if different)		City	State ND
			ZIP Code 58104

SITE INFO

Site Name Delta Hotels Fargo		County Cass	
Site Physical Address 1635 42nd St SW		City Fargo	State ND
			ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 04/26/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle		\$8000
Total (limit \$40,000 per year)		\$ 8,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Support JP2 Catholic Schools daily operational needs	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$8,800 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer <i>(Handwritten signature)</i>	Title Special Events Coordinator	Date 03/26/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

(Lgr)

✓

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

Stem Alliance of Fargo Moorhead

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

5/1/25

Organization or Group Contact Person

Tim Ryan

E-mail

tryan@stemalliancefm.org

Telephone Number

701-306-1820

Business Address

P.O. Box 6465, Fargo, ND, 58109

City

State

ZIP Code

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

Residence

County

Cass

Site Physical Address

1315 14 1/2 St

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.)

May 1, 2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash	\$ 300
Raffle	Cash	\$ 200
Raffle	Cash	\$ 100
Total (limit \$40,000 per year)		\$ 800

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Fargo Public Schools Robotics Team - Nationals in Houston, TX

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

☐ Yes☒ No

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

☐ Yes☒ No

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

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

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

☐ Yes☒ No

Printed Name of Organization Group's Permit Organizer

Tim Ryan

Telephone Number

701-306-1820

E-mail Address

tryan@stemalliancefm.org

Signature of Organization Group's Permit Organizer

[Signature]

Title

President

Date

27 Mar 25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

pd
cc

Ch

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 YWCA Cass Clay		Dates of Activity (Does not include dates for the sales of tickets) April 28, 2025	
Organization or Group Contact Person Erin Prochnow	E-mail eprochnow@ywcacassclay.org	Telephone Number 701-232-2547	
Business Address 4650 38th Ave S, Suite 110	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta by Marriott		County Cass	
Site Physical Address 1635 42nd St SW	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle and Raffle Board, April 28, 2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	2 Raffle Board Prizes (see attached)	3,950.00
Raffle	5 Raffle items (see attached)	2,618.00
Total (limit \$40,000 per year)		\$ 6,568.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds All proceeds benefit YWCA emergency shelter programs and operations.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 5,783.59 (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 Erin Prochnow	Telephone Number 701-232-2547	E-mail Address eprochnow@ywcacassclay.org
Signature of Organization Group's Permit Organizer 	Title CEO, YWCA Cass Clay	Date 03/26/2025

⑦

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: 2025-2026 3rd QUARTER ALCOHOL BEVERAGE LICENSE
RENEWAL

DATE: MARCH 27, 2025

On February 21, 2023 the City Commission directed the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15:Alcoholic Beverages, relating to owner/manager(s) changes and reporting requirements.

Attached is a list of alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through March 31, 2026. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

The renewal requirements include:

- Completion and submission of license renewal form.
- Background check on current owners and manager(s) performed by Fargo Police Department.

If you have any questions regarding this matter, please feel free to contact me.

Recommended Motion:

Approve the 3rd quarter renewal of the attached Liquor licenses until March 31, 2026, upon the condition that all of the essential requirements for renewal are present by March 31, 2025.

46 North Pints & Provisions
701 Eateries, Prairie Kitchen & Camp Lone Tree
Amvets
Avalon Event Center West
Brew Bird
Brewtus Clubhouse
CJ's
Crooked Pint Ale House
Delta Hotels
Edgewood Tavern-new ownership
El Zagal
Expressway Suites
Fargo Air Museum
Fargo Courtyard
Fargo Force
FargoDome
F-M Red Hawks
Four Points by Sheraton
Garden Pavilion/One on One Catering
Golf Addiction
Hilton Garden Inn
Holiday Inn Fargo
Homewood Suites by Hilton
Fargo HuHot Mongolian Grill
Jasper Hotel
Lucky's 13 Pub
Men's Hair World
Plains Art Museum
Pounds
Proof Artisan Distillers
Radisson-Fargo
Ramada Hotel & Conference
Sidestreet
Simy's Bottle Shop
Sky Dine Services
SouthTown PourHouse
Spicy Pie
Spirit Shop (33 ST)
Square One
Stamart Liquor
Staybridge Suites Hotel
Target Wine & Spirits
Teddy's
The 40Fifty Lounge
The Box
The Stage at Island Park, Fargo Moorhead Community Theatre
Toasted Frog

Touchmark at Harwood Groves
Windbreak Saloon



March 27, 2025

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

Re: Variance Acknowledgement and Liability Waiver

Attached is a Variance Acknowledgement and Liability Waiver for the property at 3459 39th Street South. This waiver is a condition of approval of a variance to the City Floodproofing Code, which was approved by the Board of Adjustments on November 30, 2024. The variance applies to a slab-on-grade non-residential accessory structure, and the structure will meet the State of North Dakota's building elevation requirements.

For reference, I have included a map showing the property in discussion along with the applicable floodplain information.

Recommended Motion:

To authorize the City of Fargo Mayor to sign the Variance Acknowledgement and Liability Waiver for the property located at 3459 39th Street South.

Respectfully,

Christine Goldader, PE, CFM



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.

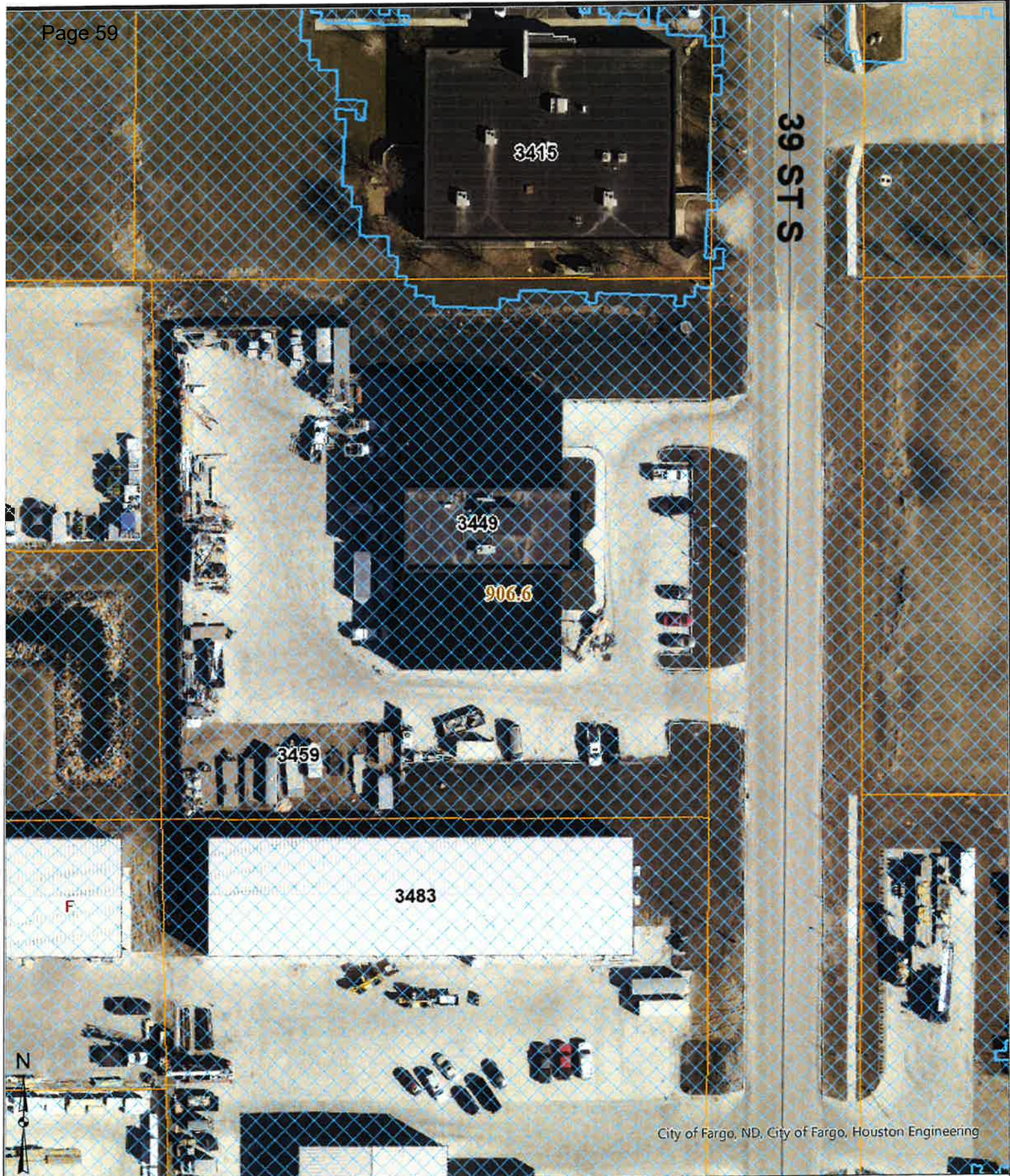
3459 39 St S FEMA BFE

1:1,128

3/24/2025 10:31 AM

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



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.

3459 39 St S 41ft WSEIA

1:1,128

3/24/2025 10:33 AM

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

VARIANCE ACKNOWLEDGEMENT AND LIABILITY WAIVER

This Agreement, made by and between Century Holdings LLC, a North Dakota limited liability company (“Century Holdings” or “Owner”) and the city of Fargo, a North Dakota municipal corporation (“City”) is for the purpose of granting Owner a variance to the City Floodproofing Code and Waiver of Liability.

WHEREAS, Owner requested a waiver of the elevation requirements of the City Floodproofing Construction Requirements, which establishes requirements for building elevations for the issuance of a building permit for the proposed construction located at:

Lots 13 & 14, DK 1st Industrial Addition to the city of Fargo, County of Cass, State of North Dakota

(Street address: 3459 39th Street South, Fargo, ND 58103).

The City of Fargo Floodproofing Construction Requirements are found here:

http://download.cityoffargo.com/0/floodproof_construction_requirements_-_revised_april_2015.pdf

WHEREAS, On November 20, 2024, the Fargo Board of Adjustment approved the elevation variance request contingent upon certain construction requirements; and

WHEREAS, As a condition of the elevation variance, Century Holdings shall waive any liability against City; and

WHEREAS, As further and additional conditions, Century Holdings agrees that the building will be constructed to a minimum finish floor elevation of 1 foot above the nearest FEMA 1% annual chance base flood elevation (BFE) which meets the state's requirement, as recommended by City Engineering Staff to ensure the structure is reasonably safe from flooding.

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

1. Century Holdings is granted a variance from the City of Fargo Floodproof Construction Requirements, revised April 2015, so long as the following conditions of construction are met:
 - (a) Minimum finish floor elevation shall be 1 foot above the nearest FEMA BFE; and
 - (b) All new electrical and mechanical equipment shall be placed above the nearest FEMA BFE plus 1 foot; and
 - (c) The structure will be constructed without a basement.
2. Century Holdings hereby waives any and all liability against City, and agrees to indemnify and hold City harmless from any all claims asserted as a result of the waiver granted herein. Century Holdings understands and agrees that City shall not be liable for, and City does not accept any liability for the proposed structure along with any other features constructed and/or installed within this property.
3. Owner accepts all liability with respect to the improvements completed on this property, for itself, its successors and assigns.

(Signatures on Following Pages)

Dated this 3rd day of March, 2025.

Century Holdings, LLC, a North Dakota limited liability company



By: CEO

Its



Printed Name

STATE OF North Dakota

)

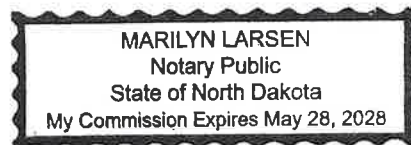
) ss.

COUNTY OF Cass

)

On this 3rd day of March, 2025, before me, a notary public in and for said county and state, personally appeared Chris Schuler, to me known to be the CEO of Century Holdings, LLC, a North Dakota limited liability company, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)



Notary Public

Cass County, North Dakota

Dated this ____ day of _____, 2025.

CITY OF FARGO, a NORTH DAKOTA municipal
corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared DR. 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, North Dakota
My Commission expires:

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-24-A0

Type: Contract Amendment #2

Location: Citywide

Date of Hearing: 3/24/2025

<u>Routing</u>	<u>Date</u>
City Commission	3/31/2025
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Contract Amendment #2 in the amount of \$35,000.00 for additional work.

Staff is recommending approval of Contract Amendment #2 in the amount of \$35,000.00, bringing the total contract amount to \$201,550.50.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #2 in the amount of \$35,000.00, bringing the total contract amount to \$201,550.50 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax


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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: March 24, 2025
Re: City Project No. MS-24-A0 - Amendment #2
Bridge and Retaining Wall Study

Background:

We selected Houston in the fall of 2023 through an RFP to complete a study of all of our bridges and retaining walls that don't typically get inspected by the NDDOT. We identified 129 bridges located within the City of Fargo and its extraterritorial area. This figure includes all bridges regardless of ownership. Approximately 2/3 of them are regularly inspected by the NDDOT Bridge Division, as required by law. The other 1/3 of them are skyways, pedestrian bridges, pedestrian tunnels, drain crossings, and bridge retaining walls that aren't on a regular maintenance and inspection routine. We have ownership and maintenance agreements for these bridges with other governmental agencies, as well as private parties such as BNSF and Sanford Health. We have a wide range of bridge types; street over water, rail over street, street over rail, street over interstate, interchange over/under interstates, interstate over/under local street, ped tunnels, ped bridges, skyways, and large box culverts. Very few of the 129 bridges are owned, operated and maintained by one entity; most have at least one partner to share maintenance responsibilities.

Houston is completing the study in 4 steps, 1) Discovery and Background of all Bridges (office review), 2) a Site Visit and Field Inspection Plan, 3) a Recommended Repair Plan, and 4) a Preventative Maintenance Plan.

Amendment #1 was executed to address the extra work associated with needing to perform additional site visits and more intensive inspections and information recording on additional bridges.

Attached is Contract Amendment #2 in the amount of \$35,000 to cover all the additional GIS, estimating, and reporting work that was requested during the development of the deliverables. We've been working with the Consultant to figure out the best ways to present and store the information for the City's uses. Therefore, we've requested additional information, changes, and revisions to deliverables to best fit our current and future uses of this information. This has resulted in unanticipated cost to the Consultant.

The original contract with Houston Engineering Inc. plus Amendment #1 & #2 will be \$201,550.50

Attached is Contract Amendment #2 to the Professional Services Agreement with Houston Engineering that covers their additional services for work associated with this study.

Recommended Motion:

Approve Amendment #2 for Project No. MS-24-A0 in the amount of \$35,000.

EBH/klb
Attachments



March 26, 2025

City of Fargo
Attn: Jeremy Gordon
225 4th Street North
Fargo, ND 58102

Subject: Professional Services Proposal and Agreement – Amendment No. 2

Project: Improvement District No. MS-24-AO Bridge and Retaining Wall Maintenance Study
HE Project No. 6059-0218

Client: City of Fargo
225 4th Street North
Fargo, ND 58102
Attn: Jeremy Gordon

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

**Description
of Work:** This amendment is for additional efforts to complete the bridge inspections and develop advanced forecasting spreadsheets for future maintenance and repairs. New structures were encountered which required inspections and maintenance reports.

HEI worked with the City to develop a comprehensive GIS page that will clearly display the information required, including previous plans, maintenance agreements, and other items desired to be stored on the system. Assisting in developing the GIS framework and developing the page and associated framework were not included in our original scope of work.

HEI also developed a comprehensive cost estimating tool that would assist the City in budgeting for maintenance in future years, accounting for inflation and “standard” maintenance items for structures in this region. This should greatly help the City develop comprehensive budgeting going forward, not only for immediate repairs, but anticipated general maintenance items.

The table below shows the original quoted fee per category and how much we are over or under the original estimate.

	Labor budget	Accrued	Over/Under
MS-24-A0 City Structure Inspection and Rehabilitation			
Project Administration	\$ 15,000.00	\$ 29,122.75	\$ (14,122.75)
Discovery and Background of bridges	\$ 31,146.00	\$ 25,821.00	\$ 5,325.00
Site visits, inspection, and estimates	\$ 120,404.50	\$ 164,999.75	\$ (44,595.25)
Total	\$ 166,550.50	\$ 221,943.50	\$ (53,393.00)

We realize that this is a significant increase over the original quote and value our relationship with the City as a long-term client and are willing to write off a portion of the increased costs and reduce our profitability on the job. We would ask that the City consider a supplemental agreement of \$35,000 with the remainder being written off by HEI.

Fee: The total estimated fee for the above-described tasks is \$35,000.

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

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

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Eric Hodgson

From: Jeremy McLaughlin <jmclaughlin@houstoneng.com>
Sent: Thursday, March 6, 2025 2:22 PM
To: Eric Hodgson
Subject: RE: Structure Inspection Amendment

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

Hey Eric,

As we discussed yesterday, the guys put together some additional information documenting the additional work that was completed. The scope was somewhat undefined at the beginning because of the unknown bridge conditions and what could be expected to be found during the data recovery phase. We tried to be succinct in extra work beyond our initial scope assumptions as noted below:

- GIS Database: We discussed the plan for this and majority of this was on amendment 1 but there was fairly significant additional GIS related work that has occurred since then. This time was included under the site visit/inspection area.
- Repair Reports
 - RFP states "list of locations that need short term repair projects and estimates for the work". Original understanding was this would be a single list with costs
 - The list we developed includes a master list with all repair quantities and costs from our inspection as well as taking recommendations from existing inspection reports
 - Additionally, the list breaks down the repairs by NDDOT bid spec/code items that can be used for the repair plans
 - The spreadsheet that will be provided also can generate a separate report for each bridge
 - These reports have been pdf'd and provided for each bridge with the inspection in the final deliverable folder
 - This document is meant to be a live document that the city can use to continuously track needed repairs and update from future inspections
- Maintenance:
 - RFP states "list of recommended preventative maintenance items and estimates for the associated work" which was thought to be a general list of typical maintenance items
 - The list we have developed lists all bridges and includes the following features which can be used as a working tracking/planning tool as bridge repairs and future inspections occur:
 - Maintenance jurisdiction (city or other)
 - Year built and year of any known rehab (based on investigation of existing data)
 - Bridge or Box culvert structure type
 - Approximate quantities of maintenance items for bridges (no. of drains, expansion joint lengths, deck and approach slab areas, etc.)
 - Maintenance forecasting features:
 - Last known previous service (build date or known rehab) which is used to forecast

- Project year of maintenance based on recommended interval
 - Associated costs per structure
- Yearly Summary tables with total projected maintenance costs
- Inflation price adjustment
- 5-50 year budgeting tool/planner which was not originally included in the scope
- User friendly interactive spreadsheet to track or input repair costs and print bridge specific documents with minimal work/time required.
- Inspection Reports:
 - We spent more time developing these reports than originally anticipated so that they could be used as templates for future inspections. This way future inspectors can access the spreadsheet and add to the “original” inspections done in 2024.
- 2 Additional NBI inspections that weren’t included in Addendum No.1

Overall, we approached this as we would if it was our inventory and we had to go through this same process each year (as a City). That may have resulted in a fair amount of extra work, but I believe there is great value to the City in that extra effort and will save significant costs to the City in the future.

Please let me know if you would like to discuss this further or go through anything in detail. I can add all or any of this to the original supplement if desired.

Thanks
Jeremy

Jeremy McLaughlin, PE*
Senior Civil Engineer | Vice President
Houston Engineering, Inc.
O 701.237.5065 | D 701.499.2065 | C 701.238.8472
**Licensed in IA, MN, MT, NE, ND, SD, WY*

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: QR-25-B0

Type: Agreement & Solicitation Request

Location: 12th Ave N & Red River

Date of Hearing: 11/4/2024

RoutingDate

City Commission

3/31/2025

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Civil Engineer, Eric Hodgson, regarding an Agreement between the City of Fargo and U.S. Department of Transportation and solicitation of proposals for Engineering Services.

On September 26, 2024, the City of Fargo and the U.S. Department of Transportation officially signed the Agreement, which authorizes the City to utilize the \$1.5 million worth of Federal Funds in the form of a 2022 RAISE grant previously awarded to the City. The money will be used to hire a consultant to perform the necessary preconstruction and design activities. There is no local match requirement with the funds and the grant money cannot be allocated to any other purpose.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to approve the solicitation of qualified consultants for QR-25-B0.

RECOMMENDED MOTION

Approve the Agreement with the U.S. Department of Transportation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes	No
	N/A
	N/A
	N/A

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, City Administrator


Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

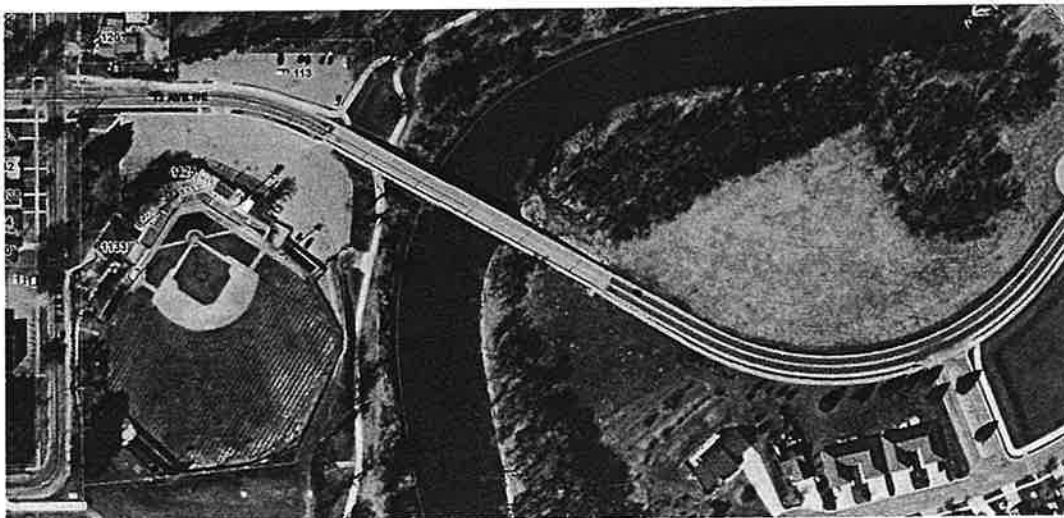
 for Tom Knakmuhs
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: November 4, 2024
Re: QR-25-B0: 12th Avenue North Bridge over the Red River Project

On 9/26/2024, the City of Fargo and the U.S. Department of Transportation formalized an agreement, which authorizes the City to utilize the \$1.5M worth of federal funds in the form of a 2022 RAISE grant previously awarded to the City. The money will be used to hire a consultant to perform the necessary preconstruction and design activities associated with the reconstruction of the 12th Avenue North Bridge above floodwater elevations. There is no local match requirement with the funds, and the grant money cannot be allocated to any other purpose.

We plan to solicit for RFPs soon with hopes of having a consulting firm on board by the beginning of 2025, and work towards having the work completed by the start of 2027 or sooner.



Recommended Motion

Approve the agreement between the City of Fargo and U.S. Department of Transportation, and allow Engineering to proceed with soliciting for qualified consultants.


Attachments:

- Agreement between City of Fargo and USDOT.

- | | |
|--|---|
| <p>1. Award No.
693JJ32440508</p> <p>4. Award To:
City of Fargo, North Dakota
225 4th St. N.
Fargo, North Dakota 58102-4817</p> <p>Unique Entity Id.: K2QJQZVH5PM6
TIN No.: 45-6002069</p> <p>6. Period of Performance
Effective Date of Award –
1/15/2028</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HOFM240071PR</p> <p>12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.</p> <p>14. Accounting and Appropriations Data
15X0C75E50.2023.070RA05500.7001000000.41010.61006600</p> <p>15. Description of Project
North Dakota / Minnesota Community Bridge Connectivity Project</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.933</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> <p>7. Total Amount
Federal Share: \$1,500,000
Recipient Share: \$0
Total: \$1,500,000</p> <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)</p> <p>11. Federal Funds Obligated
\$1,500,000</p> <p>13. Payment Office
See Article 13 of the General Terms and Conditions.</p> |
|--|---|

RECIPIENT

16. Signature of Person Authorized to Sign

 9/26/24
 Signature Date
 Name: Thomas Knakmuhs
 Title: City Engineer

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

 Signature Date
 Name: Robin K. Hobbs
 Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Fargo, ND (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the North Dakota / Minnesota Community Bridge Connectivity Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects,” dated October 18, 2022, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: North Dakota / Minnesota Community Bridge Connectivity Project

Application Date: 4/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Thomas Knakmuhs
City Engineer
City of Fargo Engineering
225 4th Street North Fargo, ND 58102
701-241-1545
tknakmuhs@FargoND.gov

4. Recipient Key Personnel.

Name	Title or Position
Nathan Boerboom	Assistant City Engineer
Jeremy Gorden	City Traffic Engineer
Jason Leonard	City Division Engineer
Eric Hodgson	City Civil Engineer II / Project Manager
Wyatt Papenfuss	City Federal Grant Manager

5. USDOT Project Contact(s).

Robin K. Hobbs
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-324
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-4004
robin.hobbs@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-41,
202-366-8887
travis.wheeler@dot.gov

and

Agreement Officer Representative (AOR)
Division Administrator
FHWA-North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, ND 58503-0567
(701) 250-4204
hdand@dot.gov

And

Pamela Todd
Technical Services Team Leader, Discretionary Grants Manager
Federal Highway Administration, North Dakota Division
4503 Coleman St Ste 205, Bismarck, ND 58503
701-221-9477
Pamela.Todd@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This planning project will plan a two-state river crossing to raise the crossing out of the 100-year floodplain and connect it to the regional trail systems in Fargo, ND and Moorhead, MN.

2. Statement of Work.

This project will encompass all preconstruction tasks for Project/Plan Development and Engineering of the two-state river crossing. Typical project tasks to be performed include, but are not limited to, the following: internal and external coordination, meetings, site visits, documentation, public outreach, environmental and cultural study, river and drainage modeling, permitting, benefit cost analysis, traffic study, topological and property line surveys, geotechnical analysis, subsurface utility engineering, alternative design and alignment concepts, aesthetic feature concepts, utilities, landscaping, ROW plats and services, design, plan production, specifications, and estimates.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 1/15/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	01/15/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$1,500,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
RAISE Funds:	\$1,500,000
Other Federal Funds:	\$0
Non-Federal Funds:	\$0
Total:	\$1,500,000

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Contractual	\$1,500,000	\$0	\$1,500,000
Project Total	\$1,500,000	\$0	\$1,500,000

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No changes

Schedule: The Regulatory review of project development documents/submittals have taken longer than originally scheduled. Recipient originally pursued the State DOT being a pass-through entity with the recipient serving as the designated subrecipient; however, eight months after award, the State DOT elected to not serve as a pass-through entity. This required the recipient to modify their plan to deliver the project and complete the required documentation. The recipient plans to start the project in early 2025 and is planning for a two-year schedule to complete the planning project.

Milestone	Application	Agreement
Planned Project Completion Date:	6/28/2023	1/15/2027

Budget: No changes.

Other: N/A

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: No

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
X	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project improves disaster preparedness and resiliency.

The project, when completed, would increase the resiliency of the crossing by reducing the impacts of flooding by raising the structure out of the FEMA 100-year floodplain. When the bridge is closed due to flooding, the detour route is a 3-mile detour through the downtown streets in both Moorhead and Fargo. The redirection of up to 10,000 cars through the busy downtown metro area increases gas consumption and the greenhouse gas emissions required to take this circuitous route to popular locations.

SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation.

The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation.

The current pedestrian access to the bridge does not meet current ADA and DOT standards. A new design of the bridge would bring the crossing up to code, provide for multi-modal crossing, added connectivity to the trails in Fargo and Moorhead, and eliminate the need for bicycles to utilize the traffic lanes when crossing the bridge and limiting the potential for serious accidents.

A redesign would also allow for increased multi-modal access through a connection to the significant multi-use trail network along the river in both Fargo, ND and Moorhead MN. This would allow the project to leverage the significant investments made by taxpayers to provide for flood protection and a pedestrian-friendly greenway through the metro area.

There are multiple Areas of Persistent Poverty (APP) (census tracts 3, 4, 5.02, 6, 7 in North Dakota and 203 and 204 in Minnesota) that would benefit from the project. While the project is directly located on the riverfront, which is generally more affluent, there are significant APP census tracts along the 12th Ave Corridor that rely on the bridge crossing to access the VA Hospital, North Dakota State University, the jobs located in the Fargo Industrial Park, and access to the airport. In addition, the bridge provides citizens living in the APP in North Dakota direct route to the many natural tourism amenities offered by the State of Minnesota's lake country.

SCHEDULE J LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
x	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:

- g. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;**
- h. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements;**
- i. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;**
- j. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;**
- k. training on anti-harassment and third-party reporting procedures covering employees and contractors; and**
- l. maintaining robust anti-retaliation measures covering employees and contractors.**

The City of Fargo provides Equal Employment Opportunity for all individuals without regard to race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation or any other status or condition protected by applicable federal and state laws, except where a Bona Fide Occupational Qualification (BFOQ) applies. The City of Fargo will:

1. Recruit, hire, train and promote persons in all job titles without regard to race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation or condition protected by applicable federal and state laws except where a Bona Fide Occupational Qualification (BFOQ) applies.
2. Ensure that all personnel actions such as compensation, benefits, transfers, reduction in force (RIF), return from RIF, City-sponsored training, education, tuition assistance and social and recreation programs will be administered without regard to race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation or condition protected by applicable federal and state laws except where a Bona Fide Occupational Qualification (BFOQ) applies.

The City of Fargo department of Human Resources is responsible for Equal Employment Opportunity program compliance and management.

The City of Fargo will not condone any sexual harassment of its employees. All employees are responsible for assuring that the work place is free from sexual harassment. Each supervisor has a responsibility to maintain a work place free of any form of sexual harassment.

Pre-construction activities will also afford the opportunity to consider how to fully utilize local contractors and Disadvantaged Business Enterprises in the ultimate construction of the bridge project.

(14)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: TR-25-C1 & TR-25-D1

Type: Memorandum of Understanding

Location: Veteran's Blvd, I-94 to 40th Ave S

Date of Hearing: 3/24/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/31/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a new Memorandum of Understanding (MOU) with the City of West Fargo relating to traffic signal improvements south of I-94 to 40th Avenue South to improve pedestrian and vehicle safety along the corridor.

Project No. TR-25-C1 will replace existing pedestrian push buttons, install "No Turn on Red" illuminated signs, replace a number of control cabinets, and add flashing left turn arrows. The project will be funded by Federal Funds (\$574,036), City of West Fargo Funds (\$80,365), City of Fargo Street Light & Traffic Control Utility Funds (\$34,442).

Project No. TR-25-D1 will allow better sightlines for left turning vehicles to see oncoming traffic with the goal of reducing crashes along Veteran's Boulevard at 36th Avenue South and 40th Avenue South. The project will be funded by Federal Funds (\$705,638), City of West Fargo Funds (\$70,564), and City of Fargo Street Light & Traffic Control Device Utility Funds (\$70,564).

Staff is recommending approval of the MOU with the City of West Fargo.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Memorandum of Understanding with the City of West Fargo for Project No. TR-25-C1 and TR-25-D1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding with the City of West Fargo for Project No. TR-25-C1 and TR-25-D1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, West Fargo, & Fargo Street Light & Traffic Control Device 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
<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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer-Transportation

Date: March 11, 2025

Subject: Approval of Memorandum of Understanding with the City of West Fargo
Traffic Signal Modifications – Veterans Boulevard – I-94 to 40th Avenue S
Left Turn Lane Modifications – Veterans Boulevard at 36th Avenue S & 40th Avenue S
City of Fargo Project Nos. TR-25-C and TR-25-D
NDDOT Project No. HEU-8-992(047) and HEU-8-992(048)

Background:

I have attached a new “Memorandum of Understanding” with the City of West Fargo. Since we first constructed Veterans Boulevard south of I-94, this section line road has had a 50/50 cost share between the two of us. This new MOU is needed as it relates to traffic signal improvements south of I-94 to 40th Avenue S. This project is included in the 2025 Capital Improvement Program.

We plan to open bids on this project this month and will have the project constructed by year’s end.

Project highlights

The City of Fargo and the City of West Fargo, in collaboration with the North Dakota Department of Transportation and Federal Highway Administration, have proposed a traffic signal improvement project on Veterans Boulevard from I-94 to 40th Avenue South. Staff has identified traffic signal modifications to improve pedestrian and vehicle safety along this corridor.

Project No. TR-25-C

This project will replace existing pedestrian push buttons, install “No Turn on Red” illuminated signs, replace a number of control cabinets, and add flashing left turn arrows along the corridor. The estimated cost of construction for Project #1 is \$ 637,818. The project will be funded by Federal Funds, City of West Fargo Funds, and City of Fargo Street Light & Traffic Control Device Utility Funds. The cost breakdown is as follows:

Construction Cost	\$637,818
City of West Fargo Engineering and Admin (8%)	\$ 51,025
Total Cost Estimated Cost:	\$688,843

Project Funding Summary:

Federal Funds (90% of construction cost)	\$574,036
City of West Fargo (70% of remaining costs)	\$ 80,365
City of Fargo Street Light & Traffic Control Device Utility (30% of remaining costs)	\$ 34,442

Project No. TR-25-D

This project will allow better sightlines for left turning vehicles to see oncoming traffic, with the goal of reducing crashes, at Veterans Boulevard at 36th Avenue S and at 40th Avenue S. The estimated cost of construction is \$ 784,042. The project will be funded by Federal Funds, City of West Fargo Funds, and City of Fargo Street Light & Traffic Control Device Utility Funds. The cost breakdown is as follows:

Construction Cost	\$784,042
City of West Fargo Engineering and Admin (8%)	<u>\$ 62,723</u>
Total Cost Estimated Cost:	\$846,765

Project Funding Summary:

Federal Funds (90% of construction cost)	\$705,638
City of West Fargo (50% of remaining costs)	\$ 70,564
City of Fargo Street Light & Traffic Control Device Utility (50% of remaining costs)	\$ 70,564

Recommended Motion

Approve attached Memorandum of Understanding with the City of West Fargo for Project No. TR-25-C and Project No. TR-25-D.

JMG/jmg
Attachment

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between the city of Fargo, North Dakota, a municipal corporation (hereinafter referred to as “Fargo”), and the city of West Fargo, North Dakota, a municipal corporation (hereinafter referred to as “West Fargo”) (collectively, the “Parties”).

WHEREAS, West Fargo will be constructing improvements for the following Project: HEU-8-992(047) & HEU-8-992(048); PCN No. 23800 and PCN No. 24051 described as 9th Street / Veterans Boulevard – 7th Ave E to 40th Ave E signals, lighting, pavement marking modifications and realignment of left turn lanes at the intersections of Veterans Boulevard and 36th Ave E and Veterans Boulevard and 40th Ave E, which includes reconstructing left turn lanes owned by both cities along Veterans Boulevard; and

WHEREAS, both Fargo and West Fargo have an interest in the improvements to Veterans Boulevard as it is located within both cities’ limits; and

WHEREAS, Fargo and West Fargo agree that coordination of the two entities’ construction efforts will foster efficiency and will likely result in cost savings for both cities; and

WHEREAS, the parties have agreed on a cost-sharing basis for this project and wish to commit their agreement to writing.

NOW, THEREFORE, it is hereby agreed upon between the parties as follows:

1. Purpose. This MOU is made pursuant to N.D.C.C. § 54-40-1(1), which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this MOU is to increase efficiencies with respect to the bidding, contracting, and construction oversight of the Project, and to prevent delays with respect to the scheduling of work for the Project. This MOU does not create a separate political subdivision.
2. Term. The term of this MOU is for approximately five (5) years, beginning on the Effective Date of this MOU and ending December 31, 2029 (hereinafter the “Original Term”).
3. The Project. West Fargo will be completing the design, construction administration and project close out for the realignment of the left turn lanes at the intersections of Veterans Boulevard and 36th Ave E and Veterans Boulevard and 40th Ave E, which involves left turn lanes owned by both cities (the “Project”) (The approximate Project area is shown on the attached **Exhibit A**). Fargo will reimburse West Fargo for the Project as described in this MOU.
4. Lead on the Project. West Fargo will take the lead on the Project and complete all design, bidding, construction management, and Project closeout.
5. Cost Share. Each party will be responsible for a portion of the costs of engineering, administration, construction, and legal/miscellaneous expenses for the Project. The percentages are based upon the cost of each entity’s ownership of the work to be completed. Preliminarily estimates indicate West Fargo’s portion of the project is 59.39% and Fargo’s

portion of the project is 40.61%. A Highway Safety Improvement Program (HSIP) grant will cover ninety percent (90%) of construction costs capped at \$1,279,674 with a 10% local match. West Fargo has procured the services of a civil engineering consulting firm to complete preliminary and final design, environmental clearance, and construction administration services as necessary. West Fargo will be responsible for administering their contract with the engineering consulting firm. West Fargo will invoice Fargo for Fargo's share of the project, which will include the local share of the construction costs and a fixed eight percent (8%) of construction costs for engineering, administration, legal, and miscellaneous expenses. The current construction cost estimate of the Project is estimated to be \$1,542,860 which includes a ten percent (10%) construction contingency. The local cost share of construction is estimated to be \$263,185, and the actual costs will be split based on the percentages listed above between the parties.

6. Special Assessments and Bonding. Each party shall be responsible for their own costs incurred in creating a special assessment district and bonding related to the Project.
7. Maintenance. Upon completion of the Project, it is agreed that each party will be responsible for future maintenance of the Project for property owned by that party, except any work that is under the warranty of a contractor of the Project. West Fargo will oversee any warranty work if such work is necessary, and will notify and coordinate such work with Fargo.
8. Cooperation. The parties will cooperate regarding any obligations to obtain necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project. The parties will execute other reasonable documents and agreements as necessary to accomplish the objectives of this MOU. To the extent necessary, each Party will grant to the other Party any and all necessary easements to enable the other Party to fulfil its obligations under the terms of this MOU.
9. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each Party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that Party, its agents, employees or designees are conducting work pursuant to this MOU and each Party releases the other Party, its officers, employees, agents or designees relating to or arising out of that parties' agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each Party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.
10. Notice. Any notice or election required or permitted to be given or served by any Party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo: City of Fargo
 Attn: City Auditor
 Fargo City Hall
 225 Fourth Street North
 Fargo, ND 58102

If to West Fargo: City of West Fargo
 Attn: City Administrator
 2515 6th St. E.
 West Fargo, ND 58078

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any Party may change its address for service of notice in the manner specified in this MOU.

11. Time of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.
12. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the matters contained herein. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
13. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
14. No Forbearance. The failure or delay of any Party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, 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 MOU, or the right to enforce each and every term of this MOU.
15. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.
16. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
17. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

18. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any Party to this MOU.
19. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.
20. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.
21. Severability. In the event that any term, part, or provision of this MOU is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this MOU.
22. Execution in Counterparts; Electronic Signatures. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.
23. Effective Date. This MOU becomes effective on the date of the last signature appearing below.

[Signatures contained on the following pages.]

CITY OF FARGO, NORTH DAKOTA

BY: _____
Dr. Timothy J. Mahoney M.D., Mayor

BY: _____
Steven Sprague, City Auditor

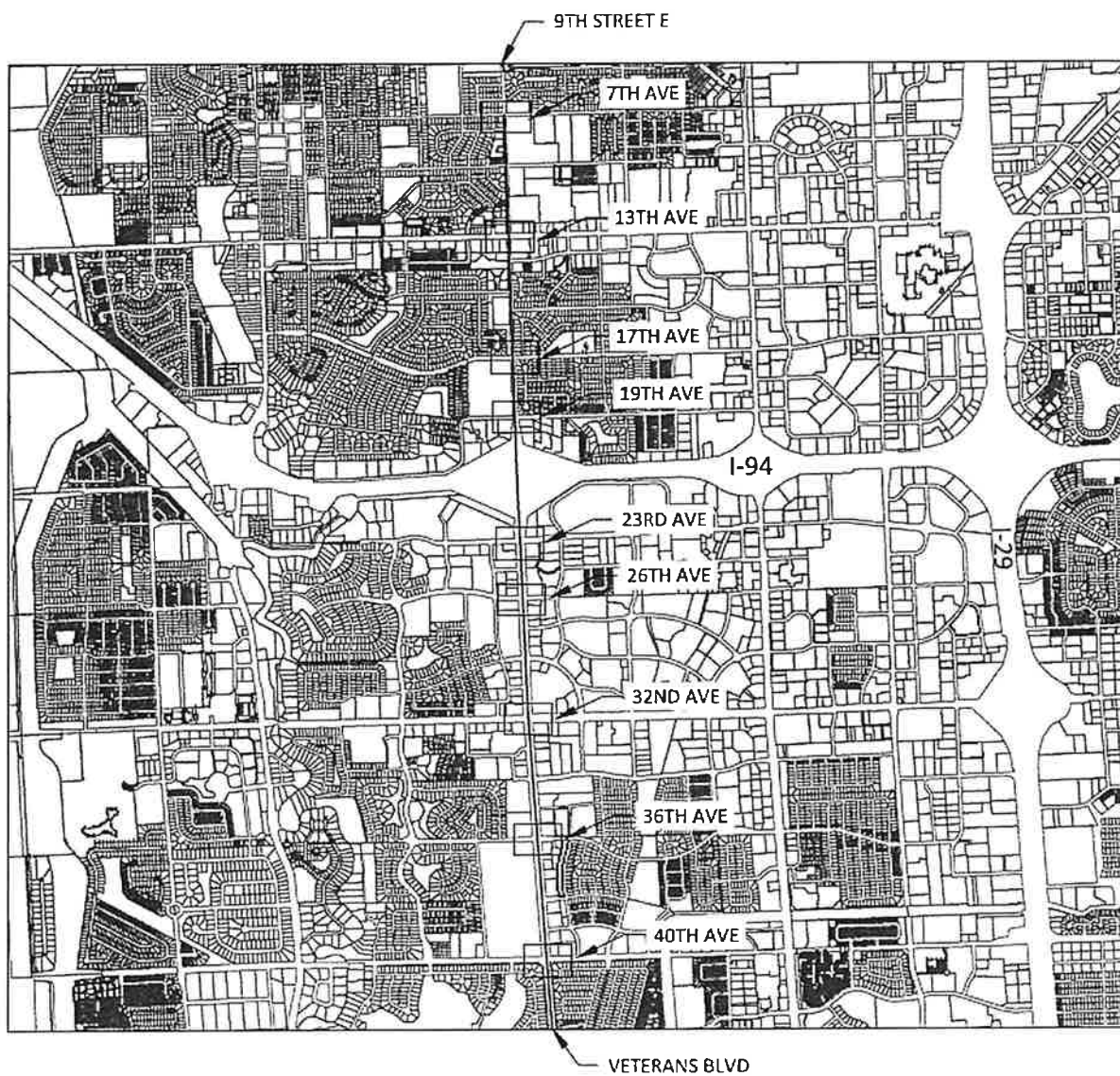
[Signatures continued on the following page.]

CITY OF WEST FARGO, NORTH DAKOTA

BY: _____
Bernie Dardis, President of the Board of City
Commissioners

BY: _____
Dustin Scott, City Administrator

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

March 26, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-25-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 26, 2025, for Concrete Spot Repair, Project No. PR-25-A1, located as follows: Various Locations - Citywide.

The bids were as follows:

Opp Construction LLC	\$1,038,742.90
Dakota Underground Co Inc	\$1,152,050.90
Northern Improvement Co	\$1,157,967.30
Engineers Estimate	\$1,091,008.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Opp Construction LLC. in the amount of \$1,038,742.90 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

**Engineer's Statement Of Cost****Project # PR-25-A1****Concrete Spot Repair**

Various Locations - City Wide

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:

Concrete Spot Repair Project # PR-25-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Mobilization	LS	1.00	95,000.00	95,000.00
2	Remove Pavement All Thicknesses All Types	SY	2,125.00	40.00	85,000.00
3	F&I Curb & Gutter Standard (Type II)	LF	702.00	65.00	45,630.00
4	Remove Curb & Gutter	LF	702.00	15.00	10,530.00
5	Repair Pavement - Partial Depth Conc	SF	150.00	175.00	26,250.00
6	F&I Pavement 9" Thick Doweled Conc	SY	810.00	172.00	139,320.00
7	F&I Pavement 10" Thick Doweled Conc	SY	1,315.00	182.00	239,330.00
8	F&I Sidewalk Curb	LF	20.00	50.00	1,000.00
9	F&I Sidewalk 5" Thick Reinf Conc	SY	40.00	110.00	4,400.00
10	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	119.00	4,760.00
11	Remove Sidewalk All Thicknesses All Types	SY	120.00	22.00	2,640.00
12	F&I Impressioned 6" Thick Reinf Conc	SY	40.00	195.00	7,800.00
13	F&I Det Wam Panels Cast Iron	SF	10.00	58.00	580.00
14	F&I Casting - Inlet	EA	2.00	2,850.00	5,700.00
15	F&I Casting - Std Manhole	EA	2.00	1,255.00	2,510.00
16	F&I Casting - Floating Manhole	EA	2.00	2,750.00	5,500.00
17	Casting to Grade - w/Conc	EA	2.00	565.00	1,130.00
18	GV Box to Grade - w/Conc	EA	2.00	600.00	1,200.00
19	Mill / Grind Conc Pvmt	SY	2,000.00	48.00	96,000.00
20	Mulching Type 1 Hydro	SY	300.00	12.00	3,600.00
21	Seeding Type C	SY	300.00	12.00	3,600.00
22	Stormwater Management	LS	1.00	2,750.00	2,750.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
23	Inlet Protection - Existing Inlet	EA	32.00	175.00	5,600.00
24	Traffic Control - Type 1	LS	9.00	1,630.00	14,670.00
25	Traffic Control - Type 2	LS	6.00	5,525.00	33,150.00
26	Construction Signing	SF	100.00	12.70	1,270.00
27	Flagging	MHR	250.00	62.50	15,625.00
Paving Total					854,545.00
Signing					
28	Relocate Sign Assembly	EA	2.00	255.00	510.00
29	F&I Flexible Delineator	EA	4.00	81.50	326.00
Signing Total					836.00
Pavement Marking					
30	Obliterate Pavement Markings	SF	200.00	12.60	2,520.00
31	F&I Grooved Plastic Film Message	SF	64.00	68.25	4,368.00
32	F&I Grooved Plastic Film 4" Wide	LF	200.00	12.60	2,520.00
33	F&I Grooved Plastic Film 6" Wide	LF	40.00	21.00	840.00
34	F&I Grooved Plastic Film 8" Wide	LF	440.00	25.20	11,088.00
35	F&I Grooved Plastic Film 16" Wide	LF	46.00	34.65	1,593.90
36	F&I Grooved Plastic Film 24" Wide	LF	70.00	63.00	4,410.00
37	F&I Grooved Contrast Film 7" Wide	LF	80.00	23.10	1,848.00
38	F&I Methacrylate 16" Wide	LF	50.00	63.00	3,150.00
39	F&I Methacrylate 24" Wide	LF	200.00	78.75	15,750.00
Pavement Marking Total					48,087.90
Traffic Signals					
40	F&I Detection Preformed Loop	EA	6.00	4,950.00	29,700.00
41	F&I Detection Sawed-In Loop	EA	2.00	6,820.00	13,640.00
42	Rem & Repl Pull Box Cover	EA	1.00	2,035.00	2,035.00
Traffic Signals Total					45,375.00
Broadway & 2 Ave N - Brick Paver Replacement					
43	Mobilization	LS	1.00	10,000.00	10,000.00
44	F&I Bollards	EA	11.00	1,370.00	15,070.00
45	Temp Fence - Safety	LF	800.00	6.00	4,800.00
46	Remove Pavement All Thicknesses All Types	SY	150.00	46.00	6,900.00
47	F&I Curb & Gutter Standard (Type II)	LF	16.00	113.00	1,808.00
48	Remove Curb & Gutter	LF	16.00	24.00	384.00
49	Repair Pavement - Partial Depth Conc	SF	10.00	235.00	2,350.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	F&I Pavement 10" Thick Doweled Conc	SY	150.00	214.00	32,100.00
51	Remove Sidewalk All Thicknesses All Types	SY	6.00	67.00	402.00
52	F&I Impressioned 6" Thick Reinf Conc	SY	6.00	310.00	1,860.00
53	Inlet Protection - Existing Inlet	EA	8.00	175.00	1,400.00
54	Traffic Control - Type 2	LS	1.00	8,100.00	8,100.00
55	Traffic Control - Minor	LS	1.00	1,600.00	1,600.00
56	Flagging	MHR	50.00	62.50	3,125.00
Broadway & 2 Ave N - Brick Paver Replacement Total					89,899.00
Total Construction in \$					1,038,742.90

Engineering	10.00%	103,874.29
Admin	4.00%	41,549.72
Legal	3.00%	31,162.29
Interest	4.00%	41,549.72
Contingency	5.00%	51,937.15
Total Estimated Costs		1,308,816.07
Sales Tax Funds - Infrastructure - 420		1,189,999.44
Utility Funds - Street Lights - 528		118,816.63
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

March 26, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-25-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 26, 2025, for Asphalt Mill & Overlay, Improvement District No. PR-25-E1, located as follows: Various Locations in the City of Fargo.

The bids were as follows:

Border States Paving Inc	\$1,851,825.70
Northern Improvement Co	\$2,014,752.30
FM Asphalt LLC	\$2,016,050.50
R J Zavoral & Sons	\$2,146,647.90
Engineers Estimate	\$2,339,098.00

Private financial security is not needed.

One protest was received amounting to less than .01% of the Improvement District.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$1,851,825.70 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

Engineer's Statement Of Cost
Improvement District # PR-25-E1
Asphalt Mill & Overlay

Various Locations in the City of Fargo

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-25-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SECTION 1					
1	Rem & Repl Curb & Gutter	LF	150.00	72.50	10,875.00
2	F&I Sidewalk 6" Thick Reinf Conc	SY	32.00	121.00	3,872.00
3	Remove Sidewalk All Thicknesses All Types	SY	32.00	19.40	620.80
4	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	128.00	3,200.00
5	F&I Det Warn Panels Cast Iron	SF	40.00	59.20	2,368.00
6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	500.00	73.50	36,750.00
7	Casting to Grade - no Conc	EA	3.00	246.00	738.00
8	GV Box to Grade - no Conc	EA	3.00	193.00	579.00
9	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	4,200.00	2.00	8,400.00
10	Sodding	SY	20.00	56.20	1,124.00
11	Traffic Control - Type 1	LS	1.00	7,720.00	7,720.00
SECTION 1 Total					76,246.80
SECTION 1 PAVEMENT MARKINGS & Loops					
12	Paint Epoxy Line 4" Wide	LF	2,262.00	5.60	12,667.20
13	Paint Epoxy Line 8" Wide	LF	100.00	10.20	1,020.00
14	Paint Epoxy Line 16" Wide	LF	22.00	30.60	673.20
15	Paint Epoxy Line 24" Wide	LF	48.00	32.70	1,569.60
16	Paint Epoxy Message	SF	128.00	35.80	4,582.40
17	F&I Detection Sawed-In Loop	EA	4.00	4,090.00	16,360.00
SECTION 1 PAVEMENT MARKINGS & Loops Total					36,872.40
SECTION 2					
18	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	16.90	33,800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Rem & Repl Curb & Gutter	LF	1,500.00	72.50	108,750.00
20	F&I Sidewalk 6" Thick Reinf Conc	SY	136.00	121.00	16,456.00
21	Remove Sidewalk All Thicknesses All Types	SY	136.00	19.40	2,638.40
22	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.10	8,200.00
23	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	128.00	6,400.00
24	F&I Det Wam Panels Cast Iron	SF	216.00	59.20	12,787.20
25	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	7,880.00	73.50	579,180.00
26	Rem & Repl Casting - Self Leveling	EA	2.00	2,140.00	4,280.00
27	Casting to Grade - no Conc	EA	5.00	246.00	1,230.00
28	GV Box to Grade - no Conc	EA	34.00	193.00	6,562.00
29	Rem & Repl Pavement 8" Thick Asph	SY	100.00	100.00	10,000.00
30	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	62,428.00	1.65	103,006.20
31	Sodding	SY	400.00	56.20	22,480.00
32	Traffic Control - Type 1	LS	1.00	7,080.00	7,080.00
SECTION 2 Total					922,849.80

SECTION 2 PAVEMENT MARKINGS & LOOPS

33	Paint Epoxy Line 4" Wide	LF	1,886.00	5.60	10,561.60
34	Paint Epoxy Line 8" Wide	LF	156.00	10.20	1,591.20
35	Paint Epoxy Line 16" Wide	LF	31.00	30.60	948.60
36	Paint Epoxy Line 24" Wide	LF	312.00	32.70	10,202.40
37	Paint Epoxy Message	SF	64.00	35.80	2,291.20
38	F&I Detection Sawed-In Loop	EA	16.00	4,090.00	65,440.00
SECTION 2 PAVEMENT MARKINGS & LOOPS Total					91,035.00

SECTION 2 STORM SEWER

39	F&I Repair Band 4" thru 12" Dia	EA	2.00	1,430.00	2,860.00
40	Repair Inlet	EA	3.00	511.00	1,533.00
41	Rem & Repl Casting - Inlet	EA	2.00	1,260.00	2,520.00
SECTION 2 STORM SEWER Total					6,913.00

SECTION 3

42	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	16.90	16,900.00
43	Rem & Repl Curb & Gutter	LF	500.00	72.50	36,250.00
44	F&I Sidewalk 6" Thick Reinf Conc	SY	50.00	121.00	6,050.00
45	Remove Sidewalk All Thicknesses All Types	SY	50.00	19.40	970.00
46	Adjust Driveway - Mud/Sand Jack	SF	1,500.00	4.10	6,150.00
47	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	128.00	6,400.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
48	F&I Det Wam Panels Cast Iron	SF	128.00	59.20	7,577.60
49	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,600.00	73.50	264,600.00
50	Casting to Grade - no Conc	EA	21.00	246.00	5,166.00
51	GV Box to Grade - no Conc	EA	11.00	193.00	2,123.00
52	Rem & Repl Pavement 8" Thick Asph	SY	50.00	100.00	5,000.00
53	Mill / Grind Asphalt Pvmnt Along Curb	LF	18,914.00	1.75	33,099.50
54	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	400.00	2.95	1,180.00
55	Sodding	SY	150.00	56.20	8,430.00
56	Traffic Control - Type 1	LS	1.00	4,370.00	4,370.00
SECTION 3 Total					404,266.10
SECTION 3 STORM SEWER					
57	Repair Inlet	EA	2.00	511.00	1,022.00
58	Rem & Repl Casting - Inlet	EA	1.00	1,260.00	1,260.00
SECTION 3 STORM SEWER Total					2,282.00
SECTION 4					
59	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	16.90	16,900.00
60	Rem & Repl Curb & Gutter	LF	500.00	72.50	36,250.00
61	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	123.00	1,230.00
62	Remove Sidewalk All Thicknesses All Types	SY	10.00	25.50	255.00
63	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.10	4,100.00
64	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	128.00	6,400.00
65	F&I Det Wam Panels Cast Iron	SF	8.00	59.20	473.60
66	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,300.00	73.50	169,050.00
67	Casting to Grade - no Conc	EA	16.00	246.00	3,936.00
68	GV Box to Grade - no Conc	EA	2.00	193.00	386.00
69	Rem & Repl Pavement 8" Thick Asph	SY	50.00	100.00	5,000.00
70	Mill / Grind Asphalt Pvmnt Along Curb	LF	12,100.00	1.75	21,175.00
71	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	400.00	2.95	1,180.00
72	Sodding	SY	100.00	56.20	5,620.00
73	Traffic Control - Type 1	LS	1.00	3,350.00	3,350.00
SECTION 4 Total					275,305.60
SECTION 4 STORM SEWER					
74	Repair Inlet	EA	2.00	511.00	1,022.00
75	Rem & Repl Casting - Inlet	EA	2.00	1,260.00	2,520.00
SECTION 4 STORM SEWER Total					3,542.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SECTION 4 PAVEMENT MARKINGS & LOOPS					
76	Paint Epoxy Line 4" Wide	LF	370.00	5.60	2,072.00
77	Paint Epoxy Line 16" Wide	LF	20.00	30.60	612.00
78	Paint Epoxy Line 24" Wide	LF	546.00	32.70	17,854.20
79	Paint Epoxy Message	SF	106.00	35.80	3,794.80
80	F&I Detection Sawed-In Loop	EA	2.00	4,090.00	8,180.00
SECTION 4 PAVEMENT MARKINGS & LOOPS Total					32,513.00
Total Construction in \$					1,851,825.70

Engineering	10.00%	185,182.57
Admin	4.00%	74,073.03
Legal	3.00%	55,554.77
Interest	4.00%	74,073.03
Contingency	5.00%	92,591.29
Total Estimated Costs		2,333,300.39
Utility Funds - Street Lights - 528		101,064.85
Utility Funds - Stormwater - 524		8,024.31
Special Assessments		1,142,319.86
Sales Tax Funds - Infrastructure - 420		1,081,891.37
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

(17)

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

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

Paving and Utility Rehab/Reconstruction

Improvement

District No. BR-25-B

Call For Bids	<u>March 31</u>	, <u>2025</u>
Advertise Dates	<u>April 9 & 16</u>	, <u>2025</u>
Bid Opening Date	<u>May 7</u>	, <u>2025</u>
Substantial Completion Date	<u>October 2</u>	, <u>2025</u>
Final Completion Date	<u>November 1</u>	, <u>2025</u>

<u>N/A</u>	PWPEC Report (Part of 2025 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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

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

PAVING AND UTILITY REHAB/RECONSTRUCTION

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

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

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

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

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

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

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

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

C E R T I F I C A T E

STATE OF NORTH DAKOTA)

)

COUNTY OF CASS) ss.

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 31st, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 27th day of March, 2025.

Steven Sprague
City Auditor

(SEAL)



ENGINEER'S REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-25-B

**9TH AVENUE SOUTH FROM 5TH STREET TO 8TH STREET,
6TH STREET SOUTH FROM 9TH AVENUE TO 10TH
AVENUE, 7TH STREET SOUTH FROM 9TH AVENUE TO
10TH AVENUE**

Nature & Scope

This project is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement and sidewalk repairs.

Purpose

The existing water main is cast iron pipe (CIP) and asbestos concrete pipe (ACP), which was installed up to 105 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, storm sewer inlets and leads, sanitary sewer spot repairs, driveway approaches and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility, Street Light Utility and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$2,337,417.20. The cost breakdown is as follows:

Paving

Construction Cost		\$932,283.20
Fees		
Admin	4%	\$37,291.33
Contingency	5%	\$46,614.16
Engineering	10%	\$93,228.32
Interest	4%	\$37,291.33
Legal	3%	\$27,968.50
Total Estimated Cost		\$1,174,676.84

Funding

Special Assessments	14.36%	\$168,651.28
Utility Funds - Water - 501	14.71%	\$172,848.80
Utility Funds - Wastewater - 521	25.86%	\$303,809.98
Sales Tax Funds - Infrastructure - 420	45.06%	\$529,366.78

Sanitary Sewer

Construction Cost		\$562,464.00
Fees		
Admin	4%	\$22,498.56
Contingency	5%	\$28,123.20
Engineering	10%	\$56,246.40
Interest	4%	\$22,498.56
Legal	3%	\$16,873.92
Total Estimated Cost		\$708,704.64

Funding

Special Assessments	8.02%	\$56,846.79
Utility Funds - Wastewater - 521	91.98%	\$651,857.85

Storm Sewer

Construction Cost		\$234,475.00
Fees		
Admin	4%	\$9,379.00
Contingency	5%	\$11,723.75
Engineering	10%	\$23,447.50
Interest	4%	\$9,379.00
Legal	3%	\$7,034.25
Total Estimated Cost		\$295,438.50

Funding

Special Assessments	50.00%	\$147,719.25
Utility Funds - Stormwater - 524	50.00%	\$147,719.25

Water Main

Construction Cost		\$600,335.00
Fees		
Admin	4%	\$24,013.40
Contingency	5%	\$30,016.75
Engineering	10%	\$60,033.50
Interest	4%	\$24,013.40
Legal	3%	\$18,010.05
Total Estimated Cost		\$756,422.10

Funding

Special Assessments	10.77%	\$81,453.46
Utility Funds - Water - 501	89.23%	\$674,968.64

Street Light Utility

Construction Cost		\$7,860.00
Fees		

Admin	4%	\$314.40
Contingency	5%	\$393.00
Engineering	10%	\$786.00
Interest	4%	\$314.40
Legal	3%	\$235.80

Total Estimated Cost		\$9,903.60
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Funding

Special Assessments	50.00%	\$4,951.80
Utility Funds - Street Lights - 528	50.00%	\$4,951.80

Project Funding Summary

Special Assessments	15.61%	\$459,622.58
Utility Funds - Water - 501	28.79%	\$847,817.44
Utility Funds - Wastewater - 521	32.45%	\$955,667.83
Utility Funds - Stormwater - 524	5.02%	\$147,719.25
Sales Tax Funds - Infrastructure - 420	17.97%	\$529,366.78
Utility Funds - Street Lights - 528	0.17%	\$4,951.80

Total Estimated Project Cost		\$2,945,145.68
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We believe this project to be cost effective.



A handwritten signature in black ink that reads "Jason T. Leonard".

Jason Leonard, P.E.
Division Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-B**

**9TH AVENUE SOUTH FROM 5TH STREET TO 8TH STREET,
6TH STREET SOUTH FROM 9TH AVENUE TO 10TH
AVENUE, 7TH STREET SOUTH FROM 9TH AVENUE TO
10TH AVENUE**

LOCATION:

On 9th Avenue South from 5th Street to 8th Street.

On 6th Street South from 9th Avenue to 10th Avenue.

On 7th Street South from 9th Avenue to 10th Avenue.

COMPRISING:

Lots 1 through 12, vacated 8th & 9th Avenue South, Inclusive Block I.

Lots 1 through 3, west 50' of 4 & 5, 23 & 24, Inclusive Block K.

Lots 1 through 3, south 10' of 21, 22 through 24, Inclusive Block L.

Lots 2 through 15, Inclusive Block U.

Lots 1 through 24, Inclusive Block V.

Lots 1 through 3, east half of 4 & 5, 6 & 7, A tract described as follows: Beginning at SE corner of lot 8, then westerly along south line of lot 8 a distance of 114', then north parallel to west line of block W a distance of 93.5', more or less, to southerly line of 9 Avenue South, then southeasterly along south line of 9 Avenue South to east line of block W, then south along east line of block W a distance of 44.75', more or less, to point of beginning. A tract of land described as follows: Beginning at the NW corner of block W then south on the west line of block W a distance of 125', more or less, to the SW corner of lot 8 in block W; then east along the south line of said lot 8, 72'; then north parallel to the west line of block W, 93.5', more or less, to the southerly line of 9 Avenue South as now loc & ded by ded convey rec in bk 240 of deeds, page 507; then northwesterly along the southerly line of 9 Avenue South to point of beginning, Inclusive block W.

All platted in Chas A Roberts Addition.

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

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

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

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

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 15.61% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

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

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

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 31st, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 31st day of March, 2025.

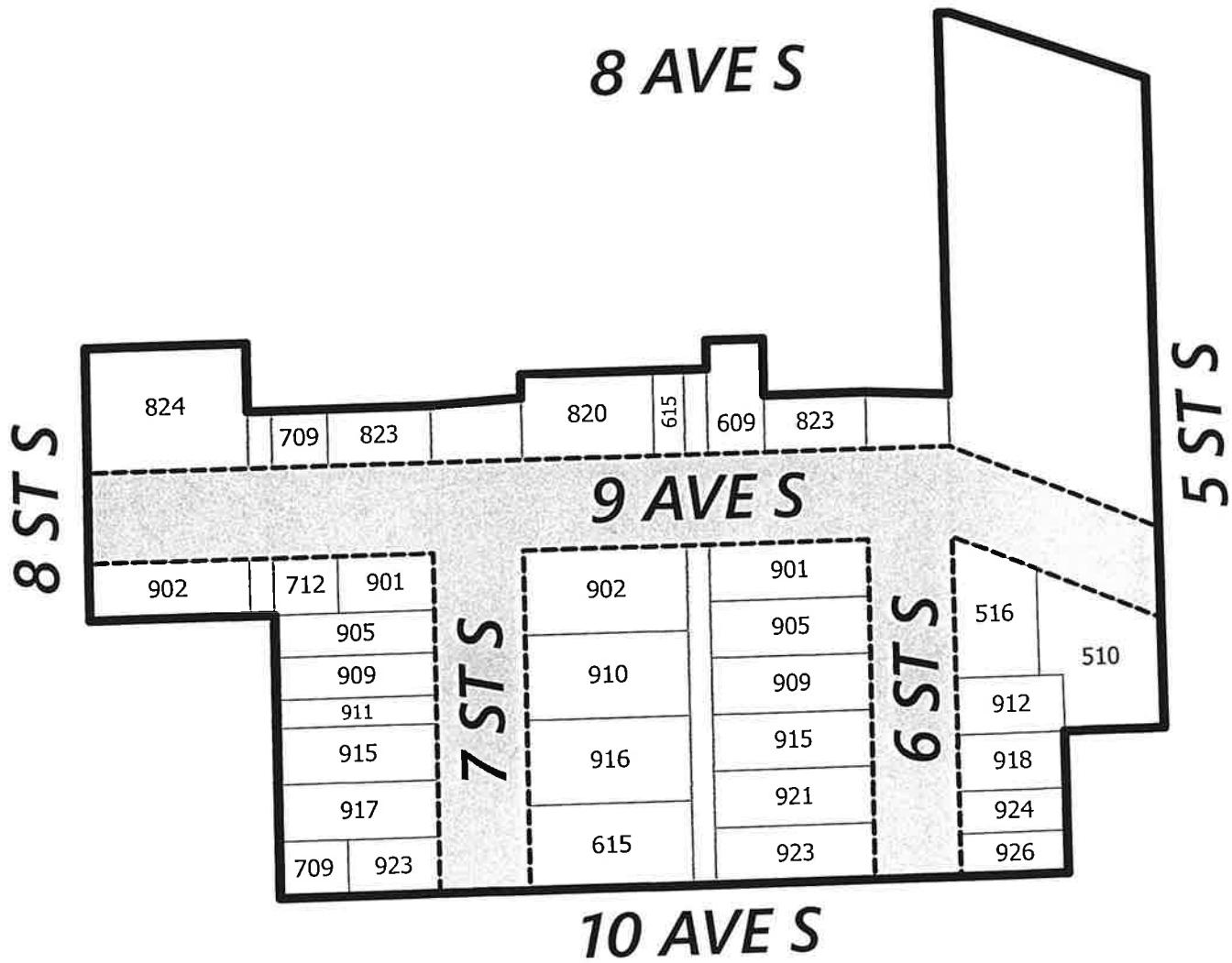
40-22-15

40-22-17

Steven Sprague
City Auditor

(SEAL)

(April 9 and 16, 2025)



- PAVING AND UTILITY REHAB/RECONSTRUCTION
- SPECIAL ASSESSMENT DISTRICT BOUNDARY

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

COVER SHEET
CITY OF FARGO PROJECTS

118

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:

Asphalt Wear Course

Improvement
District No.

PN-25-A

Call For Bids	<u>March 31</u>	<u>2025</u>
Advertise Dates	<u>April 9 & 16</u>	<u>2025</u>
Bid Opening Date	<u>May 7</u>	<u>2025</u>
Substantial Completion Date	<u>September 27</u>	<u>2025</u>
Final Completion Date	<u>October 27</u>	<u>2025</u>

<u>N/A</u>	PWPEC Report (Part of 2025 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

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

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PN-25-A

ASPHALT WEAR COURSE

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

That the Board of City Commissioners deems it expedient that Improvement District No. PN-25-A (Asphalt Wear Course) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

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

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

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

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

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

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

C E R T I F I C A T E

STATE OF NORTH DAKOTA)

)

COUNTY OF CASS) ss.

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 31st, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 26th day of March, 2025.

Steven Sprague
City Auditor

(SEAL)



**ENGINEER'S REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-25-A
VARIOUS LOCATIONS IN THE CITY OF FARGO**

Nature & Scope

As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. This process involves drilling small holes through the curb and gutter section (and driveway apron when necessary) and injecting mud/concrete slurry through holes to raise the gutter to the desired grade. The Contractor will replace areas of broken up pavement, as well as a limited amount of curb & gutter. The Contractor will also be replacing some sections of sidewalk that need updating to meet new standards for the Americans with Disabilities Act. After all of the concrete work has been completed, a new lift of asphalt will be placed on the streets.

Purpose

This project is needed to add the final structural layer of asphalt on the streets. This will give the street section its proper designed thickness and correct any deficiencies that have appeared over time. Adding the asphalt wear course will provide a better riding street with improved drainage.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$2,220,443.25. The cost breakdown is as follows:

Paving

Construction Cost		\$2,220,443.25
Fees		

Admin	4%	\$88,817.73
Contingency	5%	\$111,022.16
Engineering	10%	\$222,044.33
Interest	4%	\$88,817.73
Legal	3%	\$66,613.30

Total Estimated Cost		\$2,797,758.50
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Funding

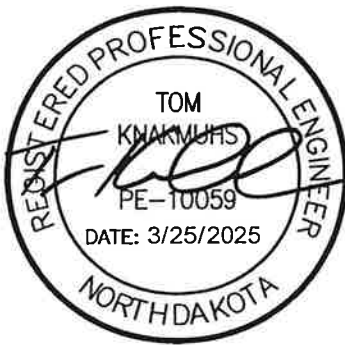
Special Assessments	98.21%	\$2,747,687.95
Sales Tax Funds - Infrastructure - 420	1.79%	\$50,070.55

Project Funding Summary

Special Assessments	98.21%	\$2,747,687.95
Sales Tax Funds - Infrastructure - 420	1.79%	\$50,070.55

Total Estimated Project Cost		\$2,797,758.50
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We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs", written in a cursive style.

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-25-A
VARIOUS LOCATIONS IN THE CITY OF FARGO**

LOCATION:

LOCATION (Section 1):

On 25th Street North from 40th Avenue North to the City of Fargo City limits.
On 27th Street North from north of 40th Avenue North to the City of Fargo City limits.
On 44th Avenue North from 25th Street North to 613' west of 27th Street North.

LOCATION (Section 2):

On 51st Street South from 28th Avenue South to 30th Avenue South.

LOCATION (Section 3):

On Merrifield Drive South.
On 49th Street South from 305' north of 36th Avenue South to Merrifield Drive South.
On Chinook Drive South.
On 50th Street South from 36th Avenue South to 38th Avenue South.
On 36th Avenue South from 47th Street South to 54th Street South.
On 37th Avenue South from 180' east of Merrifield Drive South to 50th Street South.
On Big Goose Lane South.

LOCATION (Section 4):

On 41st Street South from 34th Avenue South to 36th Avenue South.

LOCATION (Section 5):

On Bluebell Loop South.
On Foxtail Lane South.
On Wildflower Drive South.
On Tallgrass Cove South.
On Cattail Cove South.
On Prairie Pond Xing South.
On 59th Street South from Bluebell Loop South to Wildflower Drive South.
On 48th Avenue South from Veterans Boulevard South to Rocking Horse Circle South.
On Rocking Horse Circle South.
On Rocking Horse Road South.
On 63rd Street South from Wildflower Drive South to 49th Avenue South.
On 49th Avenue South from Rocking Horse Circle South to 63rd Street South.

On Marigold Loop South.

On 61st Street South from Rocking Horse Circle South to 51st Avenue South.

On 51st Avenue South from 61st Street South to 63rd Street South.

On 63rd Street South from 51st Avenue South to 52nd Avenue South.

LOCATION (Section 6):

On 32nd Street South from 385' north of 47th Avenue South to Timber Parkway South.

On 34th Street South from 47th Avenue South to Timber Parkway South.

On Timber Creek Circle South.

On 47th Avenue South from 32nd Street South to 36th Street South.

COMPRISING:

COMPRISING (Section 1):

Lots 1 through 10, Block 1.

Lots 1 through 13, Block 2.

Lots 1 through 10, Block 3.

All in Jerstad-Thompson First Subdivision.

Lots 2 through 4, Block 1, Hager's First Addition.

Lot 1, Block 1, Palmer's Subdivision.

Lot 1, Block 1, Sondreal's Subdivision.

Lots 1 & 2, Block 1, Cameron-Sondreal Subdivision.

Lots 1, Block 1, Luxsun 25th Street North Addition.

Unplatted land in TWP 140N RGE 49W SEC 13.

COMPRISING (Section 2):

Lots 1, 2 & 3, Block 1, Brandt Park Addition.

Lots 1 & 2, Block 1, Urban Plains By Brandt Sixth Addition.

COMPRISING (Section 3):

Lots 1 through 5, Block 1.

Lots 1 through 21, Block 2.

Lots 7 & 8, Block 6.

Lots 1 & 2, Block 8.

All in Valley View Addition.

Lots 1 through 7, Block 1.

Lots 21 through 30, Block 1.

Lots 1 through 22, Block 2.

Lots 1 through 30, Block 3.

Lot 51, Block 3.

All in Valley View Estates Addition.

Lots 1 through 20, Block 1.

Lots 1 through 16, Block 2.

Lots 1 through 16, Block 3.

Lots 1 through 12, Block 4.

Lots 1 through 10, Block 5.

Lots 1 through 26, Block 6.

All in Valley View Estates Second Addition.

Lots 1 through 11, Block 1, Valley View Estates Third Addition.

COMPRISING (Section 4):

Lots 1 & 2, Block 1, Asleson Farms 3rd Addition.

Lots 1 & 2, Block 1, Asleson Farms Fourth Addition.

Lot 1, Block 1, Asleson Industrial Park 6th Addition.

Lots 1 through 7, Block 1, DK First Addition.

COMPRISING (Section 5):

Lots 1 through 67, Block 1.

Lots 1 through 10, Block 2.

Lots 1 through 28, Block 3.

Lots 1 through 26, Block 4.

Lots 1 through 7, Block 5.

Lots 1 through 5, Block 7.

All in Rocking Horse Farms 2nd Addition.

Lots 1 through 5, Block 1, Rocking Horse Farm 3rd Addition.

Lots 1 & 2, Block 1, Rocking Horse Farms 4th Addition.

Lots 1 through 25, Block 1.

Lots 1 through 12, Block 2.

Lots 1 through 11, Block 3.

All in Rocking Horse Farm 5th Addition.

Lot 1, Block 1, Rocking Horse Farm 6th Addition.

Lots 1 & 2, Block 1, Rocking Horse Farm 7th Addition.

Unplatted land in the SE quarter of TWP 139N RGE 49W SEC 32.

COMPRISING (Section 6):

Lot 60, Block 3, Timberline Addition.

Lot 15, Block 6, Fox Run Addition.

Lots 1 through 15 & 29, Block 1.

Lots 30 & 31, Block 2.

Lots 1 through 22, Block 3.

Lots 1 through 21, Block 5.

All in Timber Creek 1st Addition.

Lots 1 through 9, Block 1, Timber Creek 2nd Addition.

Lots 1 through 10, Block 1.

Lots 1 through 29, Block 2.

All in Timber Creek 3rd Addition.

Lots 1 through 6, Block 1, Timber Creek Seventh Addition.

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

**RESOLUTION DECLARING
ASPHALT WEAR COURSE
NECESSARY
IMPROVEMENT DISTRICT NO. PN-25-A**

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

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

That a portion of said Asphalt Wear Course improvement is to be paid from State and Local Funds, and approximately 98.21% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Asphalt Wear Course must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

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

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 31st, 2025.

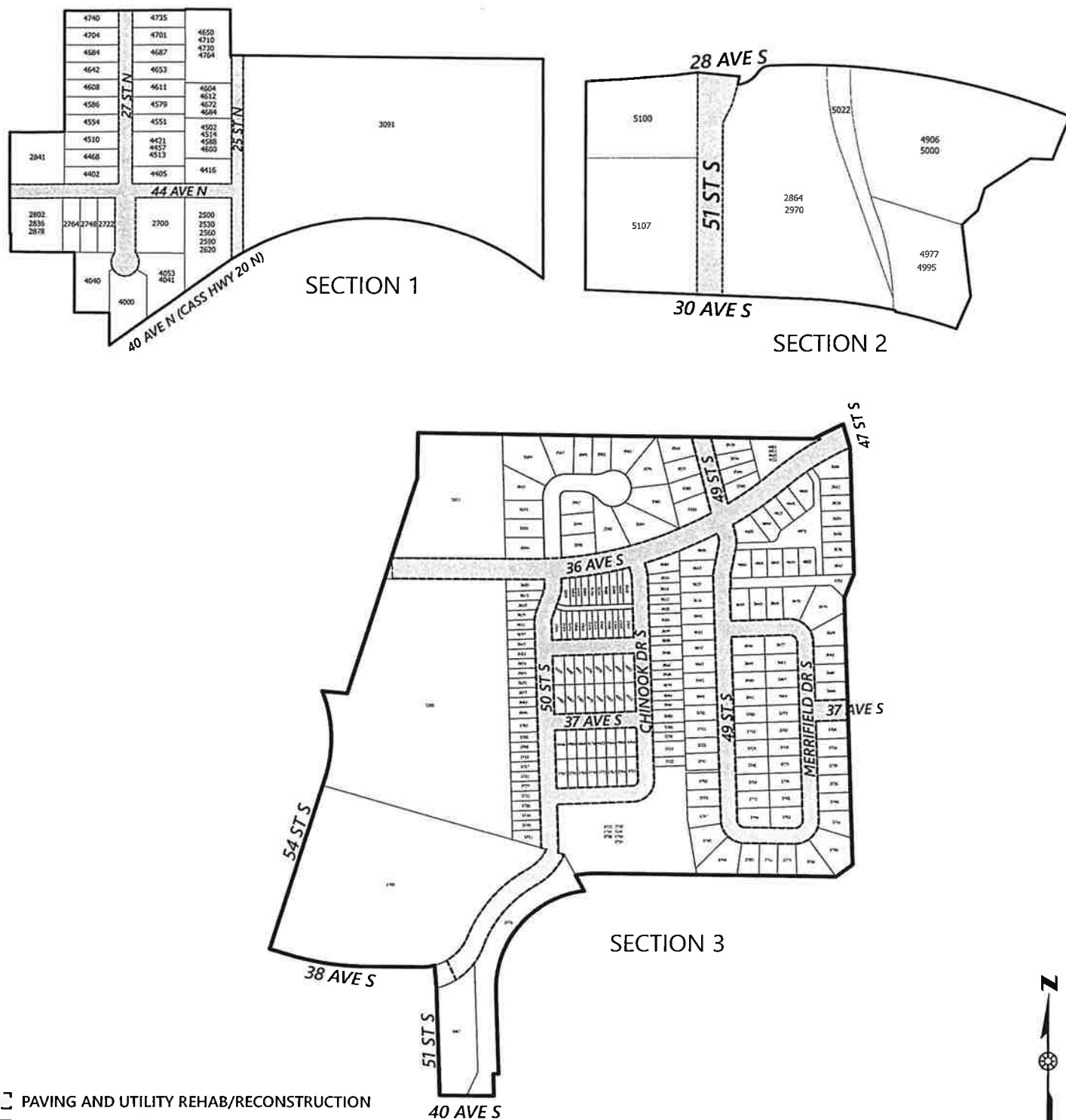
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 31st day of March, 2025.

40-22-15
40-22-17

Steven Sprague
City Auditor

(SEAL)

(April 9 and 16, 2025)



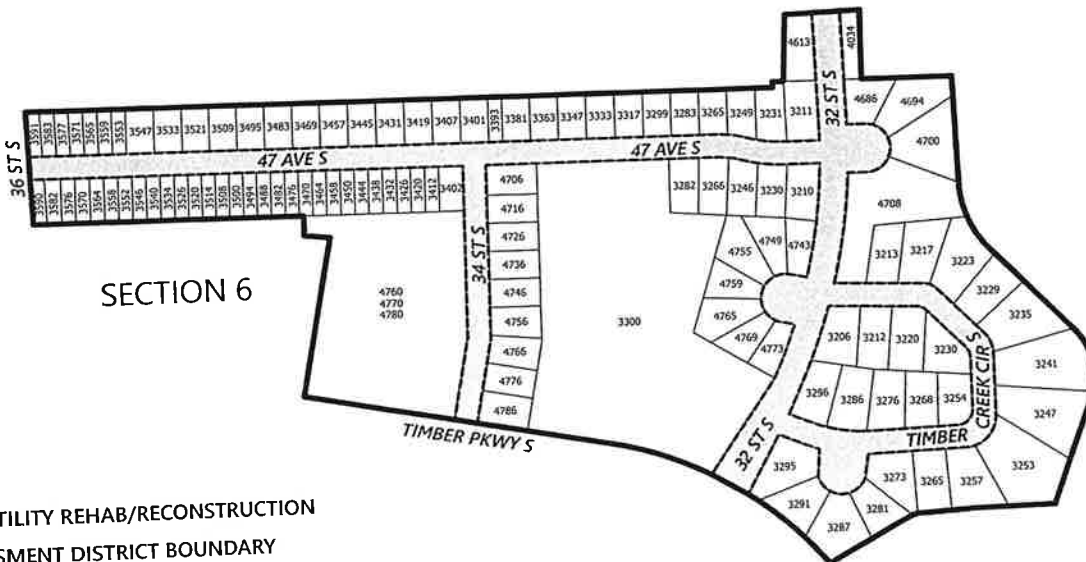
CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASHPAHLT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-25-A



SECTION 4



SECTION 5



SECTION 6

- PAVING AND UTILITY REHAB/RECONSTRUCTION
- SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASHPAHLT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-25-A



COVER SHEET
CITY OF FARGO PROJECTS

19

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:

Concrete Paving Rehab/Reconstruction

Improvement

District No. PR-25-F

Call For Bids	<u>March 31</u>	, <u>2025</u>
Advertise Dates	<u>April 9 & 16</u>	, <u>2025</u>
Bid Opening Date	<u>May 7</u>	, <u>2025</u>
Substantial Completion Date	<u>October 17</u>	, <u>2025</u>
Final Completion Date	<u>November 7</u>	, <u>2025</u>

<u>N/A</u>	PWPEC Report (Part of 2025 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

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

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PR-25-F

CONCRETE PAVING REHAB/RECONSTRUCTION

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

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

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

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

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

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

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

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

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 31st, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 26th day of March, 2025.

Steven Sprague
City Auditor

(SEAL)



**ENGINEER'S REPORT
CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-25-F
UNIVERSITY DRIVE NORTH FROM 19TH AVENUE
NORTH TO 32ND AVENUE NORTH.**

Nature & Scope

This project is for completing concrete pavement repairs and incidentals on University Drive North from 19th Avenue North to 32nd Avenue North.

Purpose

This project aims to address deficiencies that have emerged in the 23-year old pavement and sidewalks over time including joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and general deterioration in these pavement sections. By restoring structural integrity, the proposed work will extend the service life of these arterial streets, slow future wear and enhance ride quality. Additionally, sections of sidewalk along the arterial street system will be upgraded to comply with current Americans with Disabilities Act standards.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$3,389,252.50. The cost breakdown is as follows:

CPR - University Drive North

Construction Cost			\$3,389,252.50
Fees			
Admin	4%		\$135,570.10
Contingency	5%		\$169,462.63
Engineering	10%		\$338,925.25
Interest	4%		\$135,570.10
Legal	3%		\$101,677.58
Total Estimated Cost			\$4,270,458.16

Funding			
State Funds - Other ND	29.22%		\$1,247,950.39
Special Assessments	70.78%		\$3,022,507.77

Project Funding Summary

State Funds - Other ND	29.22%	\$1,247,950.39
Special Assessments	70.78%	\$3,022,507.77
Total Estimated Project Cost		\$4,270,458.16

I believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-25-F
UNIVERSITY DRIVE NORTH FROM 19TH AVENUE NORTH
TO 32ND AVENUE NORTH.**

LOCATION:

On North University Drive from 19th Avenue to 32nd Avenue.

COMPRISING:

Lots 1 through 13, Block 1.
Lots 1 through 13, Block 2.
Lots 1 through 13, Block 3.
Lots 1 through 13, Block 4.
All in Peter Sway 4th Addition.

Lots 1 through 13, Block 1.
Lots 1 through 26, Block 2.
Lots 1 through 13, Block 3.
Lots 1 through 13, Block 4.
Lots 1 through 26, Block 5.
Lots 1 through 13, Block 6.
Lots 1 through 10, Block 7.
Lots 1 through 21, Block 8.
Lots 1 through 22, Block 9.
Lots 1 through 11, Block 10.
All in Peter Sway 5th Addition.

Lot 1, Block 1.
All in Yunker Farm Addition.

Lots 8 through 46, Block 3.
All in First Subdivision of Laurence Yunker First Addition.

Lots 1 through 10, Block 7.
Lots 1 through 8, Block 8.
All in Laurence Yunker Second Addition.

West 710.0' of Block 6.
All in Laurence Yunker First Addition.

Lots 1 through 7, Block 1.
Lots 1 through 6, Block 2.
Lots 1 through 3, Block 3.
All in Cedar Holm Addition.

Lots 9 through 16, Block 3.
Lots 1 through 8, Block 4.
Lots 9 through 16, Block 7.
Lots 1 through 8, Block 8.
All in Knollbrook Addition.

Lot 1, inclusive, Block 1.
Lots 1 through 11, Block 2.
Lots 1 through 11, Block 3.
All in Sunwood Addition.

Lots 2 through 4, Block 1.
Lot 5, Block 2.
Lots 1 through 12, Block 3.
Lots 1 through 11 and 15, Block 4.
All in Airport First Addition.

Lots 1 and 5 through 8, Block 1.
Lots 1 and 2, Block 2.
All in Replat of Airport First Addition.

Lots 1 through 3, Block 1.
All in Airport Second Addition.

Lots 1 and 2, Block 1.
Lot 1, Block 2.
All in Vision Addition.

Lot 1, Block 1.
Lots 6 and 7, Block 2.
All in Hector Airport Addition.

Lots 1 and 2, Block 1.
All in Hector Airport Second Addition.

Lots 1 and 4 through 6, Block 1.
All in Martin Hector Subdivision.

Lots 1 and 2, Block 1.
All in Thomsak First Addition.

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Lots 1 through 3, Block 1.

All in Wild Wings Subway Addition.

All the unplatted land in the east 4,606' of Section 25, T140N, R49W.

All the unplatted land in the northwest corner of Section 30, T140N, R48W.

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

**RESOLUTION DECLARING
CONCRETE PAVING REHAB/RECONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. PR-25-F**

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

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

That a portion of said Concrete Paving Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 70.78% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

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

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

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 31st, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 31st day of March, 2025.

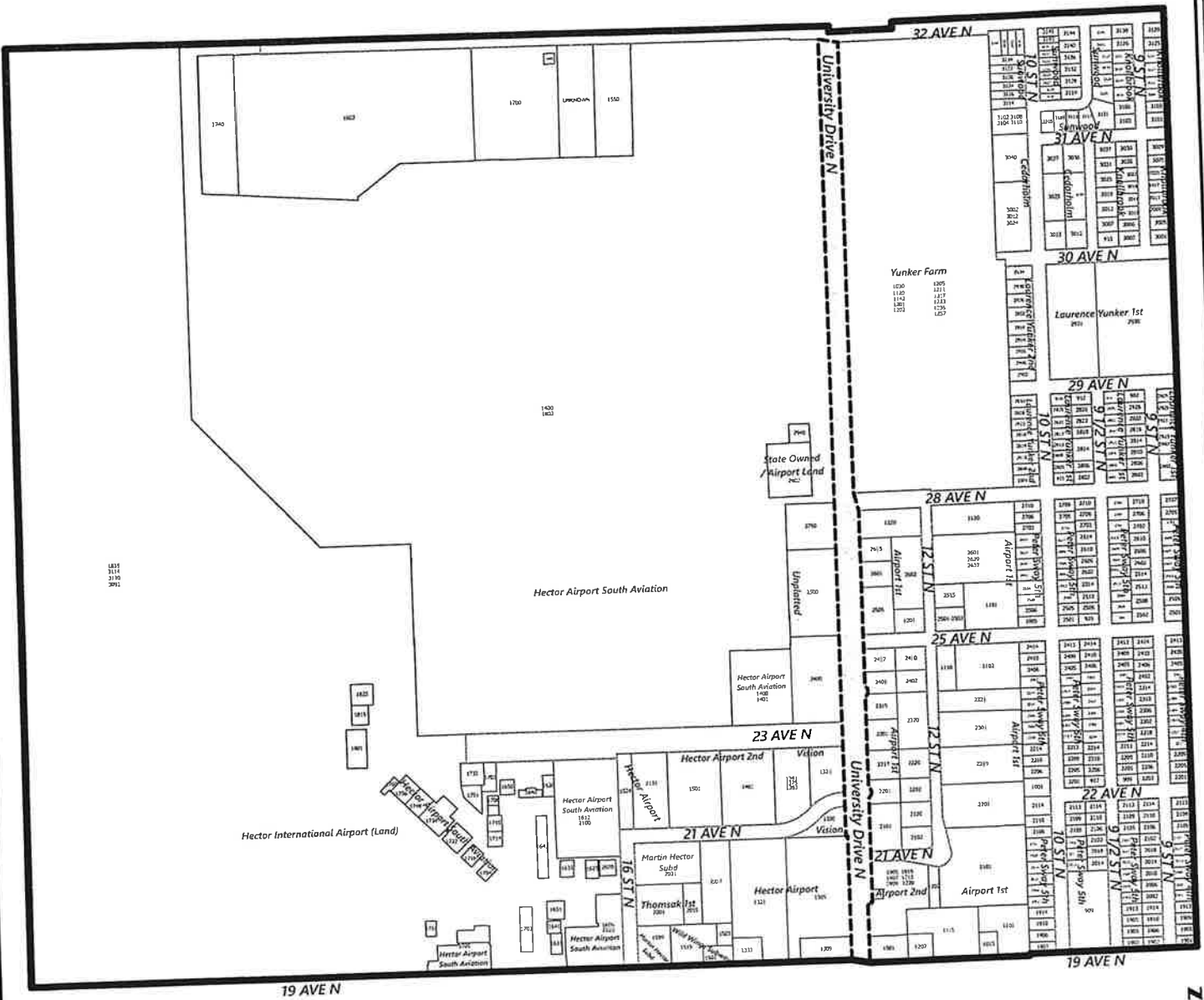
40-22-15

40-22-17

Steven Sprague
City Auditor

(SEAL)

(April 9 and 16, 2025)



- CONCRETE PAVING REHAB/RECONSTRUCTION
- SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-25-F





20

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: March 31, 2025

Receive & File: Sales Tax Update
General Fund – Budget to Actual through February 28, 2025

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

Other Financial Considerations

Police: Electric vehicle purchase from Seized Asset Fund

Payment Date	month collected	Amount	County Collections	County Growth %		City Collections	City Growth %		
			1,693,238.03	-10.4%		5,036,855.11	-9.7%		
								5,036,855.11 City 2015	
								1,693,238.03 County 2015	
								5,578,419.96 City 2024	
								1,890,694.25 County 2024	
								(541,564.85) City Change	
								(197,456.22) County Change	
3/31/2025	Jan-25	County Sales Tax	1,693,238.03		City Sales Tax	5,036,855.11			
2/21/2025	Dec-24	County Sales Tax	2,207,030.88	23,304,345.12	0.9%	City Sales Tax	6,626,714.99	69,824,744.71	0.8%
1/21/2025	Nov-24	County Sales Tax	2,281,112.72		City Sales Tax	6,540,733.39			
12/20/2024	Oct-24	County Sales Tax	1,764,529.62		City Sales Tax	5,342,358.63		69,824,744.71 City 2024	
11/21/2024	Sep-24	County Sales Tax	2,287,740.11		City Sales Tax	6,622,406.84		23,304,345.12 County 2022	
10/21/2024	Aug-24	County Sales Tax	2,088,361.27		City Sales Tax	6,284,633.45			
9/21/2024	July-24	County Sales Tax	1,746,626.42		City Sales Tax	5,168,111.30		69,250,461.96 City 2023	
8/21/2024	June-24	County Sales Tax	2,659,707.17		City Sales Tax	7,859,931.01		23,106,462.71 County 2023	
7/22/2024	May-24	County Sales Tax	1,348,902.41		City Sales Tax	4,252,926.43			
6/24/2025	Apr-24	County Sales Tax	1,759,660.73		City Sales Tax	5,404,517.72		574,282.75 City Change	
5/21/2024	Mar-24	County Sales Tax	2,276,388.27		City Sales Tax	6,980,911.25		197,882.41 County Change	
4/22/2024	Feb-24	County Sales Tax	1,023,591.77		City Sales Tax	3,163,097.74			
3/21/2024	Jan-24	County Sales Tax	1,890,694.25		City Sales Tax	5,578,419.96			
2/21/2024	Dec-23	County Sales Tax	2,781,134.42	23,106,462.71	8.2%	City Sales Tax	8,158,464.07	69,250,461.96	8.0%
1/21/2024	Nov-24	County Sales Tax	1,559,305.60		City Sales Tax	4,709,032.00			
12/20/2023	Oct-24	County Sales Tax	1,916,009.28		City Sales Tax	5,684,255.33		69,250,461.96 City 2023	
11/21/2023	Sep-24	County Sales Tax	2,480,655.78		City Sales Tax	7,615,211.78		23,106,462.71 County 2023	
10/21/2023	Aug-24	County Sales Tax	1,509,750.17		City Sales Tax	4,530,239.98			
9/20/2023	Jul-24	County Sales Tax	2,012,131.70		City Sales Tax	6,030,106.74		66,571,120.26 City 2022	
8/20/2023	Jun-24	County Sales Tax	2,337,746.99		City Sales Tax	6,739,403.04		21,358,922.89 County 2022	
7/21/2023	May-24	County Sales Tax	1,873,134.11		City Sales Tax	5,735,319.99			
6/21/2023	Apr-24	County Sales Tax	2,076,304.07		City Sales Tax	6,368,293.95		2,679,341.70 City Change	
5/21/2023	Mar-24	County Sales Tax	1,528,002.65		City Sales Tax	4,619,852.76		1,747,539.82 County Change	
4/22/2023	Feb-24	County Sales Tax	1,455,198.19		City Sales Tax	4,544,116.43			
3/19/2023	Jan-24	County Sales Tax	1,577,109.75		City Sales Tax	4,515,565.89			
2/21/2023	Dec-22	County Sales Tax	2,331,067.61	21,358,922.89	-2.6%	City Sales Tax	7,015,548.33	66,571,120.26	4.3%
1/24/2023	Nov-22	County Sales Tax	1,892,168.21		City Sales Tax	5,746,351.94			
12/21/2022	Oct-22	County Sales Tax	1,904,586.17		City Sales Tax	5,637,286.90		66,571,120.26 City 2022	
11/22/2022	Sep-22	County Sales Tax	1,828,464.08		City Sales Tax	5,282,124.95		21,358,922.89 County 2022	
10/21/2022	Aug-22	County Sales Tax	1,905,477.39		City Sales Tax	5,697,578.75			
9/20/2022	Jul-22	County Sales Tax	2,321,971.24		City Sales Tax	7,149,886.78		63,840,810.53 City 2021	
8/20/2022	Jun-22	County Sales Tax	1,816,911.33		City Sales Tax	5,066,525.72		21,920,710.74 County 2021	
7/21/2022	May-22	County Sales Tax	1,811,968.57		City Sales Tax	5,386,350.10			
6/21/2022	Apr-22	County Sales Tax	1,971,276.35		City Sales Tax	6,096,165.61		2,730,309.73 City Change	
5/21/2022	Mar-22	County Sales Tax	1,526,574.55		City Sales Tax	4,637,738.30		(561,787.85) County Change	
4/22/2022	Feb-22	County Sales Tax	1,633,842.16		City Sales Tax	4,850,949.43			
3/19/2022	Jan-22	County Sales Tax	1,434,195.23		City Sales Tax	4,216,173.45			
2/21/2022	Dec-21	County Sales Tax	2,471,070.77	21,920,710.74	31.1%	City Sales Tax	7,455,248.61	63,840,810.53	29.9%
1/25/2022	Nov-21	County Sales Tax	1,587,332.19		City Sales Tax	4,653,877.92			
12/21/2021	Oct-21	County Sales Tax	2,245,078.73		City Sales Tax	6,847,607.38			
11/22/2021	Sep-21	County Sales Tax	1,578,911.41		City Sales Tax	4,305,274.70			
10/21/2021	Aug-21	County Sales Tax	1,846,222.17		City Sales Tax	4,948,174.14			
9/20/2021	Jul-21	County Sales Tax	1,941,367.18		City Sales Tax	5,563,279.08			
8/20/2021	Jun-21	County Sales Tax	1,928,026.98		City Sales Tax	5,794,768.26			
7/21/2021	May-21	County Sales Tax	2,134,078.28		City Sales Tax	6,254,906.78		49,146,842.57 City	
6/21/2021	Apr-21	County Sales Tax	1,247,864.48		City Sales Tax	3,423,086.66		16,719,327.13 County	
5/21/2021	Mar-21	County Sales Tax	1,924,292.66		City Sales Tax	5,440,536.61			
4/22/2021	Feb-21	County Sales Tax	1,588,269.26		City Sales Tax	4,766,421.14			
3/19/2021	Jan-21	County Sales Tax	1,428,216.93		City Sales Tax	4,327,618.25			
2/21/2021	Dec-20	County Sales Tax	1,445,794.87	16,719,327.13	0.3%	City Sales Tax	4,232,187.56	49,146,842.57	-5.0%
1/25/2021	Nov-20	County Sales Tax	1,587,940.99		City Sales Tax	4,492,863.04			
12/21/2020	Oct-20	County Sales Tax	1,630,976.65		City Sales Tax	4,999,947.66			
11/23/2020	Sep-20	County Sales Tax	1,396,321.95		City Sales Tax	3,952,805.63			
10/21/2020	Aug-20	County Sales Tax	1,694,006.82		City Sales Tax	4,276,558.28			
9/22/2020	Jul-20	County Sales Tax	1,467,915.93		City Sales Tax	4,382,459.17			
8/21/2020	Jun-20	County Sales Tax	1,605,095.72		City Sales Tax	4,774,814.61			
7/22/2020	May-20	County Sales Tax	1,557,866.22		City Sales Tax	4,797,152.70			
6/19/2020	Apr-20	County Sales Tax	860,574.06		City Sales Tax	2,446,782.22			
5/21/2020	Mar-20	County Sales Tax	1,285,072.02		City Sales Tax	3,865,417.55			
4/22/2020	Feb-20	County Sales Tax	1,306,194.23		City Sales Tax	4,286,357.93			
3/20/2020	Jan-20	County Sales Tax	873,567.87		City Sales Tax	2,637,696.22			
2/24/2020	Dec-19	County Sales Tax	1,806,500.14	16,670,136.34	6.0%	City Sales Tax	5,542,185.17	51,732,824.69	7.4%
1/23/2020	Nov-19	County Sales Tax	1,765,912.40		City Sales Tax	5,757,005.84			
12/20/2019	Oct-19	County Sales Tax	1,053,485.18		City Sales Tax	3,055,444.40			
11/22/2019	Sep-19	County Sales Tax	1,586,457.86		City Sales Tax	4,786,259.66			
10/21/2019	Aug-19	County Sales Tax	1,600,148.48		City Sales Tax	4,840,121.35			
9/23/2019	Jul-19	County Sales Tax	1,209,618.14		City Sales Tax	3,618,612.18			
8/21/2019	Jun-19	County Sales Tax	2,012,988.64		City Sales Tax	6,334,417.88			
7/22/2019	May-19	County Sales Tax	1,000,237.92		City Sales Tax	2,954,722.53			
6/21/2019	Apr-19	County Sales Tax	1,206,393.76		City Sales Tax	3,957,201.59			
5/21/2019	Mar-19	County Sales Tax	1,575,011.74		City Sales Tax	4,907,358.09			
4/21/2019	Feb-19	County Sales Tax	781,011.54		City Sales Tax	2,471,356.68			
3/21/2019	Jan-19	County Sales Tax	1,072,429.94		City Sales Tax	3,407,135.32			
2/27/2019	Dec-18	County Sales Tax	1,602,397.29	15,720,221.20		City Sales Tax	4,957,423.52	48,185,965.90	
1/23/2019	Nov-18	County Sales Tax	1,331,035.62		City Sales Tax	4,232,397.07			
12/21/2018	Oct-18	County Sales Tax	1,343,355.18		City Sales Tax	4,113,930.12			
11/23/2018	Sep-18	County Sales Tax	1,738,685.28		City Sales Tax	5,054,359.80			
10/19/2018	Aug-18	County Sales Tax	991,141.62		City Sales Tax	2,924,184.95			
9/24/2018	Jul-18	County Sales Tax	1,438,831.10		City Sales Tax	4,290,954.46			
8/21/2018	Jun-18	County Sales Tax	1,796,550.82		City Sales Tax	5,462,231.25			
7/23/2018	May-18	County Sales Tax	1,042,677.94		City Sales Tax	3,258,203.14			
6/21/2018	Apr-18	County Sales Tax	1,142,864.18		City Sales Tax	3,527,736.41			
5/21/2018	Mar-18	County Sales Tax	1,506,616.11		City Sales Tax	4,676,211.89			
4/20/2018	Feb-18	County Sales Tax	713,349.48		City Sales Tax	3,264,455.70			
3/21/2018	Jan-18	County Sales Tax	1,050,776.58		City Sales Tax	3,425,857.59			
2/27/2018	Dec-17	County Sales Tax	1,871,667.76		City Sales Tax	6,232,808.91			
1/27/2018	Nov-17	County Sales Tax	924,357.13		City Sales Tax	2,809,247.58			
Totals Since 2018		\$ 143,289,389			\$ 432,631,682				

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - Through February 28, 2025
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 18,629	\$ 19,074	\$ 445
2 Licenses & Permits	681	591	(90)
3 Intergovernmental Revenue	797	404	(393)
4 Charges for Services	1,144	1,184	40
5 Fines & Traffic Tickets	274	147	(128)
6 Interest	1,250	1,122	(128)
7 Miscellaneous Revenue	112	30	(82)
8 Transfers In	2,897	2,779	(118)
Total Revenues	\$ 25,784	\$ 25,331	\$ (454)
EXPENDITURES:			
9 General Government	\$ 5,544	\$ 5,284	\$ 260
10 Public Safety	7,823	6,908	916
11 Public Works	2,279	2,068	210
12 Health & Welfare	2,365	1,977	389
13 Culture & Recreation	878	836	42
14 Economic Development	104	391	(288)
15 General Support	245	216	29
16 Capital Outlay	-	6	(6)
17 Operating Transfers	679	695	(16)
18 Contingency (Salary Savings)	(313)	1	(313)
Total Expenditures	\$ 19,604	\$ 18,382	\$ 1,222
Revenue Over (Under) Expenditures	\$ 6,180	\$ 6,949	\$ 769

- 1** Earlier Property Tax Receipts than typical for January.
- 3** Timing with Grant Revenue - offset with lower Expense.
- 10** Lower FT labor for Police & Fire; timing w/ Fire Pension Contribution v budget.
- 12** Lower Temp/Seasonal labor; timing w/ Grant-related Expenses (offset with lower Grant Rev).
- 14** Timing with payments and budget allocation.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.



Report of Action:
FAHR Meeting of 3-24-2025

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

Department: Police Department

Description: The police department requests to purchase four Trikke Positron units from the Seized Asset Fund in order to enhance mobility, engagement, and response capabilities of the Community Engagement Team, particularly in the downtown business district and other high-traffic areas. Following the purchasing policy, three quotes were obtained. The low quote did not meet the needs of the department (was not a comparative product) so they are proposing the next lowest vendor, Trikke Professional Mobility. Spending of seized asset funds requires Board of City Commission approval. See the attached memo for more information on planned use, benefits, and research.

Net Financial Impact: \$0 (using Seized Asset Forfeitures)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the allocation of \$51,000 from seized assets to purchase four Trikke Positron 72v-XLs from Trikke Professional Mobility, and related budget adjustment.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Police Department

REQUESTED BY: Travis Stefonowicz

PROJECT NUMBER : _____

DATE PREPARED: 3/31/2025

DESCRIPTION OF REQUEST:

Purchase 4 Trikke Postron Units from the Seized Asset fund.

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

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

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
215-5034-411.74-10 Machinery & Equipment		\$ 51,000	= \$ 51,000
			= \$ -
			= \$ -
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 51,000	

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
			51,000		
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE:

Date:

By:

BA#



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: City Commissioners

From: Assistant Chief Travis Stefonowicz



Date: March 20, 2025

RE: Purchase of Four Trikke Positron Units for the Fargo Police Department

Dear City Commissioners,

Purpose:

The Fargo Police Department respectfully requests approval to purchase four Trikke Positron units from Trikke Mobility. These units will enhance the mobility, engagement, and response capabilities of our Community Engagement Team, particularly in the downtown business district and other high-traffic areas within the City of Fargo.

Background:

The Community Engagement Team has played a vital role in fostering positive relationships with community members and business owners while improving overall public safety. The team was tasked with identifying resources to enhance their operational effectiveness, allowing for improved mobility, faster response times, and broader geographical coverage.

The Trikke Positron is specifically designed for community engagement. It is a three-wheeled, electric-powered vehicle equipped with emergency lights and capable of off-road travel. This resource has been successfully implemented by law enforcement agencies in other cities, proving to be an effective tool for engagement, response, and patrol operations.

Planned Utilization:

The Fargo Police Department will utilize the Trikke Positron units in the following ways:

- Enhancing engagement with business owners in the downtown business district.
- Strengthening connections with citizens at community events and during directed patrols in neighborhoods.
- Patrolling the city's bike paths to ensure safety and compliance.
- Enforcing camping ordinances and addressing related concerns.
- Providing a more expedient response to incidents occurring in Downtown Fargo.
- Supporting public safety efforts during mass-gathering events such as the Fargo Street Fair, parades, NDSU tailgating, and other community functions.

Key Benefits of the Trikke Positron:

- **Low Maintenance:** The electric design requires minimal upkeep compared to other patrol alternatives.

- **Stealth Capabilities:** The electric motor allows for quiet operation, making it ideal for certain law enforcement scenarios.
- **Extended Operational Time:** A single charge provides a full day's use or more, ensuring operational effectiveness throughout a shift.
- **Community Engagement:** Law enforcement agencies across the U.S. report positive public perception and increased interaction when using Trikkes.
- **Ease of Transport:** The units can be transported in a vehicle with ease, allowing for flexible deployment.
- **Stability and Safety:** More stable than a bicycle, reducing the risk of officer injury.
- **Reduced Fatigue:** Unlike traditional bike patrols, officers remain physically ready to respond to incidents upon arrival.
- **Off-Road Capability:** Allows for patrolling in areas that are inaccessible to squad cars.

Supporting Research:

- Trikke Positrons are currently used in downtown business districts by several law enforcement agencies nationwide.
- They have been successfully deployed at airports and large gathering events.
- The Fargo Police Department's Community Engagement Officers traveled to St. Paul, MN, to test Trikkes currently in use by the St. Paul Police Department. St. Paul officers highly favor Trikkes for their versatility, efficiency, and positive public reception.
- The Mall of America is in the process of acquiring Trikke units based on the success seen in St. Paul.

Financial Overview:

The total estimated cost for the acquisition of four Trikke Positron 72 VXL is \$51,000.

- Heavy Duty aluminum frame
- 3-wheel electric drive with color screen display
- Disc brakes / extra-large wheels and tires
- Built in anti-theft device

Request:

The Fargo Police Department seeks approval to move forward with the purchase of four Trikke Positron units. This investment will significantly enhance our Community Engagement Team's ability to interact with the public, improve response times, and effectively patrol key areas of the city.

We appreciate your consideration of this request and welcome any questions or further discussions regarding this proposal.

Funding Source:

- Seized Assets (215-0000-104-00-00)
 - o \$51,000

Recommended Motion:

Approve the allocation of \$51,000 from seized assets to purchase four Trikke Positron 72v-XL's from Trikke Professional Mobility.

Attachments;

- A. COF RFQ Form
- B. Product Information
 1. Trikke Positron
 2. Segway Superscooter
 3. T3 patroller



REQUEST FOR QUOTES FORM (RFQ)

Requested by:	Lt. Travis Moser	Department:	Fargo Police Department
Date of Request:	03172025	Phone Number:	701-412-7795
E-mail:	tmoser@fargond.gov		
Dept Head Signature:		Amount of Purchase:	\$51,000.00

Request for Quotes Purchase Requirement:

\$10,001 - \$100,000 A minimum of three (3) written quotes must be solicited from vendors,

Is a Contract Required? Yes ☐ No ☒ If yes, send a signed copy to Purchasing@FargoND.gov

Product or Service description:

Three wheeled electric scooter equipped with emergency lights and siren, anti-theft capabilities, easily transported inside a police vehicle, off road capabilities, and can be used as a community outreach tool.

Vendor #1 Name	Trikke Professional Mobility	Quote	\$51,000.00
Vendor #2 Name	Segway	Quote	\$6000.00
Vendor #3 Name	T3 Motion	Quote	\$73,980.00

Vendor Selected: Trikke Professional Mobility		
Address: 132 Easy St. Suite D1		
City: Buellton	State: CA	Zip Code: 93427
Contact Person: Marney Ellenbrook		Title: Customer Relations
Telephone: 805-512-8803		Email: trikkemobility.com
Purchasing Manager Approval:		
Request for Quote (RFQ) Number:		RFQ25128

Trikke Tech Inc.

132 Easy st suite D1
 Buellton, CA 93427 US
 +1 8056930800
 info@trikke.com
 www.trikkemobility.com

**Estimate**

2879

02/10/2025

Fargo Police Department
 105 25th St N,
 Fargo, ND 58102

Fargo Police Department
 105 25th St N,
 Fargo, ND 58102

DESCRIPTION	QTY	RATE	AMOUNT
Positron 72V XL - Heavy-duty foldable aluminum frame; full suspension; top performance 3-wheel electric drive system with color screen display with NFC access; extra-large wheels and tires; custom all-wheel hydraulic disc brakes; complete lighting system with dual headlights, taillights, brake lights, turn signal; 7 ultra-bright dual color flashing lights; 3-tone police siren; 1CuFt Gear bag; phone holder; USB Charger, rear view mirrors, reflective POLICE lettering. Long range, quick-swap li-ion battery with fast charger.	4	12,500.00	50,000.00T
Shipping charge	1	1,000.00	1,000.00
			51,000.00
			0.00
			\$51,000.00

#1A

**POSITRON
72V XL**

For the mean streets of the city

XL TIRES
Large diameter wheels / Wide contact tires
Smooth ride

XL DECKS
Extended foot decks / Taller stance

XL SUSPENSION
Street tuned suspension
Rider's weight up to 350lbs

Heavy-duty fork
with hydraulic shock

XL BRAKES
High-performance callipers

Longer wheelbase
and improved geometry
for speed and cornering



READ MORE



#2

[Home](#) > [Electric Bikes](#) > Segway Superscooter GT3[Add to Wish List](#)

○ ○ ○

Segway Superscooter GT3

★★★★★ 20 Reviews

MSRP

\$1,499.99 ~~\$1,699.99~~

In stock

Starting at \$94/mo or 0% APR with [affirm](#). [Check your purchasing power](#)

The GT3 isn't just an upgrade—it's a revolution. It redefines what a super scooter can be. With its ultra-long range, the GT3 conquers distances effortlessly, merging raw power with an advanced stability enhancement system. A next-generation ride where performance and innovation meet to deliver an exhilarating experience. Enjoy new proprietary technologies and innovations such as autonomous locking and unlocking with Segway Airlock, optimized geometry for agility with SegRide, and map navigation.

[Add to Cart](#)

Ride



This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to: www.p65Warnings.ca.gov

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21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 19, 2025

**RE: NOTICE OF GRANT AWARD FOR INCREASING TB INFECTION
IDENTIFICATION AND TREATMENT.
NO: G23.1296 CFDA: 93.116 (\$17,820)
FUNDS: \$27,820
EXPIRES: 12/31/2025**

The attached notice of grant award is for Fargo Cass Public Health to assist in increasing TB identification and treatment to populations that are high risk within our jurisdiction.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

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

JF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (04-2023)

Grant Number G23.1296	CFDA Name TB: Project Grants and Cooperative Agreements for Tuberculosis Control Programs. DC: N/A.	CFDA Number TB: 93.116 for \$17,820 DC: N/A for \$10,000
FAIN Number TB: NU52PS910287. DC: N/A.	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 1/1/2025
Federal Award Date TB: 12/19/24. DC: N/A.	Federal Awarding Agency TB: Centers for Disease Control and Prevention (CDC). DC: N/A.	
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 Increasing TB Infection Identification and Treatment		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2201 S539-01: \$17,820 DC: 2201 HL1243-04: \$10,000
Grantee Name: Fargo Cass Public Health		Project Director: Lindsey VanderBusch
Address: 1240 25 th Street S		Address: 600 East Boulevard Avenue, Dept. 325
City/State/ZIP Code: Fargo, ND 58103-2367		City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Jenn Faul		Contact Name: Lindsey VanderBusch
Telephone Number: 701-241-1360		Telephone Number: 701-328-4555
Email Address: JFaul@FargoND.gov		Email Address: lvanderbusch@nd.gov
	NDDHHS Cost Share	Grantee Cost Share
Amount Awarded	\$27,820	\$0
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$27,820	\$0
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of <u>10%</u> (limited to 15%)
		<input type="checkbox"/> Negotiated/Approved rate of _____%
Scope of Service Grantee agrees to: 1) direct tuberculosis (TB) screening activities ONLY to populations determined as high-risk* for TB within their jurisdiction; 2) provide appropriate referral and follow-up for persons identified with latent TB infection; 3) assure that at least 90% of persons identified with TB infection at the agency initiate and complete treatment; 4) conduct all activities in accordance with the Centers for Disease Control and Prevention (CDC) and the NDDHHS's recommendations and guidelines; 5) conduct all activities with the involvement of health care professionals trained and/or with experience with TB screening procedures, and 6) submit request for reimbursement on a quarterly basis no later than 15 days after the end of each quarter and other documentation as requested by the TB program via the Program Reporting System (PRS). *High-risk populations: refugees, migrants, or recent arrivals from high incidence countries high-risk racial/ethnic populations within the jurisdiction the homeless; injection drug users; recent contacts of an active TB case. Residents of high-risk congregate settings (i.e. jail/prison populations, nursing homes (not employees) and other long-term care facilities for the elderly hospitals (not employees) and other health-care facilities (not employees), residential facilities and homeless shelters) and persons with clinical conditions that place them at high-risk (i.e. people living with HIV/AIDS, other immunosuppressive conditions, or persons with abnormal chest x-rays, etc.).		
Reporting Requirements Contractor must provide at least quarterly expenditure and activity reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2025 must be received by July 15, 2025. Final invoice and post analysis report for the period ending December 31, 2025 must be received by February 16, 2026. Reimbursement will be processed upon Department approval of expenditures and activity reports.		
Special Conditions: None.		
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.		
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance
Date 03/19/2025	Signature	Date
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases
Date	Signature	Date
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., Interim Commissioner
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.		

ATTEST: _____
Steve Sprague, City Auditor



22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 27, 2025

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL
PUBLIC HEALTH UNITS IN THE SOUTHEAST NORTH DAKOTA
PUBLIC HEALTH COLLABORATIVE.
EXPIRES: 12/31/2029**

The attached memorandum of understanding is between the six southeast regional public health units, Cass, Ransom, Richland, Sargent, Steele and Traill regarding environmental health activities carried out in their county.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this memorandum of understanding.

JF/lls
Attachment



MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL PUBLIC HEALTH UNITS IN THE SOUTHEAST NORTH DAKOTA PUBLIC HEALTH COLLABORATIVE

ADMIN - EH

04/01/2025 to 12/31/2029 · Page 1 of 6

This agreement is a way to formalize the working relationship between local public health units in the Southeast North Dakota Public Health Collaborative: **FARGO CASS PUBLIC HEALTH, RANSOM COUNTY PUBLIC HEALTH DEPARTMENT, RICHLAND COUNTY HEALTH DEPARTMENT, SARGENT COUNTY DISTRICT HEALTH UNIT, STEELE COUNTY PUBLIC HEALTH DEPARTMENT, AND TRAILL DISTRICT HEALTH UNIT**, herein referred to as Partners.

This Agreement is made pursuant to N.D.C.C. § 54-40-01, which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to licensing, investigating, inspecting, and enforcing Environmental Health related ordinances, regulations, and rules adopted and implemented by the individual Partners in their associated Counties.


The Partners agree to partner with each other beginning **April 1, 2025**, through **December 31, 2029**.

AGREEMENT

1. Each Partner agrees to do the following to assist each other:
 - a. Provide resources to assist with Environmental Health Onsite Sewage Treatment System activities.
 - b. Provide resources to assist with Environmental Health Aquatic activities.
 - c. Provide resources to assist with Environmental Health Nuisance Abatement activities.
 - d. Provide resources to assist with the enforcement, development, and interpretation of Environmental Health related ordinances, regulations, and/or rules.
2. All Partners agree with the following:
 - a. Modifications to this agreement will be made by mutual agreement in writing.
 - b. Any party, upon giving thirty (30) days' written notice to the other parties, may terminate the agreement without cause. If the project is terminated, all parties shall be entitled to compensation for all the work they performed prior to such termination.
 - c. Provide compensation for work performed outside the scope of previous agreements.

By signing this community partnership agreement all Partners agree to be active community partners and to abide by its terms.

FARGO CASS PUBLIC HEALTH


Jenn Faul, Director of Public Health

3/27/2025
Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

ATTEST: _____
Steve Sprague, Auditor



**MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL PUBLIC
HEALTH UNITS IN THE SOUTHEAST NORTH DAKOTA PUBLIC HEALTH
COLLABORATIVE**

ADMIN - EH

04/01/2025 to 12/31/2029 · Page 2 of 6

RANSOM COUNTY PUBLIC HEALTH DEPARTMENT

Brenna Welton

Brenna Welton

Title: Administrator

3-11-25

Date



Public Health

Prevent. Promote. Protect.

Ransom County Public Health

Greg Schwab

Name: Greg Schwab

Title: Ransom County Commission Chair

3-24-25

Date



MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL PUBLIC
HEALTH UNITS IN THE SOUTHEAST NORTH DAKOTA PUBLIC
HEALTH COLLABORATIVE

ADMIN - EH

04/01/2025 to 12/31/2029 · Page 3 of 6

RICHLAND COUNTY HEALTH DEPARTMENT



Public Health
Prevent. Promote. Protect.
Richland County Health Department

Kayla Carlson
Kayla Carlson
Title: Administrator

3/20/2025
Date

Tim Campbell
Name: Tim Campbell
Title: Richland County Commission Chair

3.19.25
Date



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

**MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL PUBLIC
HEALTH UNITS OF REGION V IN NORTH DAKOTA**

ADMIN - EH

08/01/2024 to 12/31/2029 · Page 4 of 6

SARGENT COUNTY DISTRICT HEALTH UNIT

Brenda K. Wyckoff

Title: Administrator

11-26-24

Date



Public Health
Prevent. Promote. Protect.

Sargent County District Health

Name: Scott Johnson

Title: Commissioner


11-26-24

Date



**MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL PUBLIC
HEALTH UNITS IN THE SOUTHEAST NORTH DAKOTA PUBLIC
HEALTH COLLABORATIVE**
ADMIN - EH
04/01/2025 to 12/31/2029 · Page 5 of 6

STEELE COUNTY PUBLIC HEALTH DEPARTMENT



Hannah Zamora
Title: Public Health Administrator

03-10-2025
Date



Name: Perry Brown
Title: Chairman - Board of Health

3-21-25
Date





MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL PUBLIC
HEALTH UNITS IN THE SOUTHEAST NORTH DAKOTA PUBLIC
HEALTH COLLABORATIVE

ADMIN - EH

04/01/2025 to 12/31/2029 Page 6 of 6

TRAILL DISTRICT HEALTH UNIT

Brenda Stallman

Brenda Stallman

Title: Administrator

3-6-25

Date



Public Health

Prevent Promote Protect

Trail District Health Unit

Jill M Anderson

Name: Jill Anderson

Title: President of Traill County Board of Health

3/6/25

Date




**Fargo Cass
Public Health**
Prevent. Promote. Protect.

(23)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 27, 2025

**RE: ANNOUCEMENT HEALTH OFFICER POSITION
RFP25078
TERM: 05/01/2025 TO 04/30/2028 (NOT TO EXCEED SEVEN
YEARS)**

On February 3, 2025, Fargo Cass Public Health posted a Request for Proposal for the contracted position of Health Officer. The open application period ended on February 26th at 4:00 pm. The interview occurred on March 26th and Dr. Jessie Lindemann (currently serving as interim Health Officer) was offered and accepted the position of Health Officer for Fargo Cass Public Health. The contract will follow at the next City Commission meeting, 04/14/2025.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve the acceptance of Dr. Jessie Lindemann as Health Officer.

JF/lis



**PUBLIC
WORKS**

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

24

March 24, 2025

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

Subject: Request for Consideration of Ordinance Change to Article 16-02

Dear Commissioners,

I am writing to request your consideration of an ordinance change to Article 16-02.

As part of the new Advanced Metering Infrastructure (AMI) project being deployed across the city, several residents have expressed interest in opting out of the program. In response, staff has researched what other utility providers are doing and found that many either are required by state law to offer an opt-out option or voluntarily provide one.

Based on these findings, we believe it is necessary to introduce an opt-out provision, with associated fees, into the Municipal Code. To implement this change and allow residents to opt-out, a modification to the ordinance language is required. Therefore, we are requesting the commission's authorization for the Public Works and Water Filtration Departments to collaborate with the City Attorney's office to amend Article 16-02.

Suggested Motion:

Move to direct the City Attorney's office to work with the Public Works and Water Filtration Departments to review and update Article 16-02.

Thank you for your consideration.

Sincerely,

Ben Dow
Public Works Director of Operations



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

March 26, 2025

25

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

Subject: FAA Aerial Mosquito Spraying Authorization for Vector Disease Control International, LLC.

Commissioners:

Enclosed please find the necessary authorization paperwork needed in order to comply with FAA and the North Dakota State Health Department NPDES permit for Vector Disease Control International, LLC. to perform aerial mosquito control over the City of Fargo.

In 2009, the Sixth Circuit Court of Appeals determined that pesticide applications for both ground and aerial applications must be covered by an NPDES permit. As the contracted agent for aerial mosquito control applications for the City of Fargo, Vector Disease Control International, LLC. is required to file a notice of intent for any possible aerial applications over the City of Fargo. The enclosed Authorization Application allows Vector Disease Control International, LLC. to file the necessary paperwork needed in order to perform aerial spraying within the City of Fargo

Suggested Motion: I/we hereby move to approve the execution of the enclosed Authorization Application for Airborne Vector Disease Control International, LLC.

Please return signed original.

Respectfully submitted,

Benjamin Dow
Public Works Director of Operations



AUTHORIZATION APPLICATION

I understand that Vector Disease Control International, LLC
is required to obtain the approval for aerial
spraying over the city of Fargo, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft
waivers required by the Federal Aviation Administration to Vector Disease Control International
(This application must be signed by the Mayor of this city.)

City Mayor's Authorized Signature

Dr. Tim Mahoney

Printed Name

Date

Please complete application as soon as possible and return to
Vector Disease Control International for processing and filing.

Expiration Date: *October 31, 2025*



**PUBLIC
WORKS**

(26)

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

March 10, 2025

The Honorable Board of City Commissioners
City of Fargo
225 N 4th St.
Fargo, ND 58102

RE: RFP25059, Award Contracts for Snow Hauling Trucking Services RFP with Master Construction, Earthwork Services Inc., Lenzmeier Trucking Inc., and Diesel Dogs Contracting, LLC

Commissioners:

On February 7, 2025, a total of seven (7) proposals were received for the Request for Proposals for Snow Hauling Trucking Services (RFP25059). The contracted service will provide trucking services to assist Public Works operations with snow and material hauling. See attached bid tabulation.

The proposals were evaluated and Public Works staff recommends selection of four (4) contractors; Master Construction (two trucks), Earthwork Services Inc. (four trucks), Lenzmeier Trucking Inc. (four trucks), and Diesel Dogs Contracting, LLC (ten trucks).

RECOMMENDED MOTION:

RFP22059: I/we suggest motion to award contracts for Snow Hauling Trucking Services with Master Construction, Earthwork Services Inc., Lenzmeier Trucking Inc., and Diesel Dogs Contracting, LLC for the 2025/2026 season under the terms and conditions of RFP25059.

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Snow Hauling Trucking Services
City of Fargo RFP 25059
Bids Received February 7th, 2025

Proposer	Quantity	11-15 CY Truck Unit Price	Unit Price per CY (13)	Quantity	15-20 CY Truck Unit Price	Unit Price per CY (17.5)	Quantity	End Dump Unit Price	Quantity	Side Dump Unit Price	Past Performance
Dakota Seeding & Erosion Corp.	4	\$118.00	\$9.08	-	-		-	-	1	\$140.00	No History
Master Construction	2	\$135.00	\$10.38	2	\$135.00	\$7.71	-	-	1	\$175.00	Pass
Earthwork Services Inc.	3	\$124.00	\$9.54	4	\$129.00	\$7.37	-	-	6	\$139.00	No History
Lenzmeier Trucking Inc.	-	-		5	\$110.00	\$6.29	-	-	-	-	Pass
RBF Snow & Ice	3	\$135.00	\$10.38	3	\$145.00	\$8.29	3	\$155.00	-	-	No History
Diesel Dogs Contracting, LLC	-	-		12	\$140.00	\$8.00	-	-	-	-	Pass
J.D. Kramer Enterprises, LLC	2	\$125.00	\$9.62	4	\$130.00	\$7.43	3	\$140.00	2	\$140.00	Fail

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide two (2) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. 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. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$135.00 15 to 20 cubic yard truck (2)

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

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 as 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 their 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

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2/21/2025

CONTRACTOR

MASTER CONSTRUCTION CO., INC.

By: 

Its: DIRECTOR OF OPERATIONS

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Earthwork Services, Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. 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. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$129.00 15 to 20 cubic yard truck (4),

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

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 as 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 their 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

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2-27-25

CONTRACTOR

Earthwork Services Inc.

By: [Signature]

Its: President

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Lenzmeier Trucking Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. 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. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$110.00 15 to 20 cubic yard truck (4)

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

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 as 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 their 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

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2-24-2025

CONTRACTOR

Lenzmeier Trucking Inc.

By: [Signature] / Dave Lenzmeier

Its: President

Date: _____

**CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation**

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Contracting, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide ten (10) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. 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. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$140.00 15 to 20 cubic yard truck (10)

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

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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 as 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 their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

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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

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2-24-25

CONTRACTOR

Diesel Dogs Contracting, LLC

By: Al. K...

Its: President

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

**SOLID
WASTE**

(27)

DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

Memorandum

TO: Board of City Commissioners
FROM: Scott Olson, Solid Waste Utility Director
DATE: March 26, 2025
RE: RFP for Front Load Containers (RFP25105)

Commissioners:

On March 26, 2025, requests for proposals were received for a variety of Steel and Rotationally Molded, 2, 3, 4, 6, and 8 cubic yard Front Load containers. Three (3) proposals were submitted.

The review committee consisting of Scott Olson, Dave Rheault, and Tanner Smedshammer evaluated each product and determined that selecting all steel containers was most advantageous to the City of Fargo – Solid Waste's operations. The decision was based on specification met along with lowest cost of products. Two vendors proposed at or lower than expected parameters.

The results are as follows:

<u>Firm</u>	<u>Total Cost</u>
Poynette Iron Works	\$283,765.00
Wastequip	\$286,412.85

Funding for this project is included in the 2025 Solid Waste Capital Budget.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP25105), award the Front Load Containers to Poynette Iron Works for the total cost of \$283,765.

Request for Proposals (RFP25105)**Front Load Containers**

3/26/2025

Solid Waste Department

Proposal Evaluation Summary

METAL		Otto Environmental	Poynette Iron Works	Wastequip Manufacturing
Manufacture	Quantity	NO BID	Steel	Wastequip
2 Yard	100		\$ 591.00	\$ 704.20
3 Yard	65		\$ 721.00	\$ 791.09
4 Yard	50		\$ 828.00	\$ 747.52
6 Yard	80		\$ 1,080.00	\$ 982.04
8 Yard	40		\$ 1,250.00	\$ 1,215.82

PIW	WM
\$ 59,100.00	\$ 70,420.00
\$ 46,865.00	\$ 51,420.85
\$ 41,400.00	\$ 37,376.00
\$ 86,400.00	\$ 78,563.20
\$ 50,000.00	\$ 48,632.80
\$ 283,765.00	\$ 286,412.85

MOLDED		Otto Environmental	Poynette Iron Works	Wastequip Manufacturing
Manufacture		Otto	NO BID	Toter
2 Yard	100	\$1,156.00		\$636.20
3 Yard	65	\$1,919.00		\$769.20
4 Yard	50	\$2,073.00		\$905.00
6 Yard	80	\$2,502.00		NO BID
8 Yard	40	\$3,048.00		NO BID

Otto
\$115,600.00
\$124,735.00
\$103,650.00
\$200,160.00
\$121,920.00
\$666,065.00

28

March 27, 2025

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

Subject Drinking Water State Revolving Fund Loan Resolution and Agreement – Water Supply & Treatment Projects

Dear Commissioners:

Water Utility staff is seeking approval of the attached Drinking Water State Revolving Fund (DWSRF) Loan Resolution and Loan Agreement to increase the loan amount for a pool of important water utility projects. The need for this loan increase has been known about for several years and is in the Financial Model for the Water Utility. DWSRF loans are low-interest and beneficial to keeping water rates at a reasonable level for customers. Spreading out costs for multi-generational projects to annual payments evens out utility expenses. The loan title is call, 'Water Supply and Treatment Improvements' and has funded a pool of several projects. The projects include:

- **1997 Water Treatment Plant (WTP) Process Rehabilitations:** Primary Softening Train Rehabilitation, Secondary Softening Train Rehabilitation, Ozone Improvements Phase 1 (safety), and Ozone Improvements Phase 2 (operations cost efficiency).
- **EPA Regulatory Improvements (1997 WTP):** Ultraviolet (UV) Disinfection System Installation and Filter-to-Waste feature.
- **Water Service Infrastructure for Future Population Growth to the South:** near-term use is regional water service to Horace (via Cass Rural Water District).
- **Sheyenne River Conveyance to WTP (Fully Redundant Drought Water Supply Infrastructure):** for Red River Valley Water Supply Project (RRVWSP) and expandable to serve 2075 projected population growth.

The initial loan application was submitted in 2018 with an anticipated project list. With project changes and inflation, a loan increase is needed. The loan increase has been approved by the ND Industrial Commission, meeting requirements of DWSRF staff and the ND Public Finance Authority. The primary repayment source for the DWSRF loan will be Water Rate Revenue (Fund 501). However, Infrastructure Sales Tax is also an allowed repayment source under the resolution and agreement. The following shows the original loan amount and the increased loan amount:

- **Original Loan Approval (2018): \$23,950,000**
- **Undated Loan Request (2025): \$34,695,000**

Dorsey & Whitney LLP, our bond counsel, drafted the proposed DWSRF loan documents which were reviewed by the North Dakota Public Finance Authority. The following are loan documents are attached to this agenda item:

- Loan Resolution
- Loan Agreement

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall

Water Utility Director

SUGGESTED MOTION:

Approve Drinking Water State Revolving Fund Loan Resolution and Loan Agreement to increase the loan amount to \$34,695,000 for a pool of Water Supply and Treatment Projects.

CITY OF FARGO, STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF

\$30,595,000 CITY OF FARGO SALES TAX AND WATER REVENUE BOND,
SERIES 2025B

AND

\$4,100,000 CITY OF FARGO TAXABLE SALES TAX AND WATER REVENUE BOND,
SERIES 2025C

RECITATIONS

WHEREAS, the City of Fargo, North Dakota (the “City”), issued its \$23,950,000 Water Revenue Bond, Series 2018C (the “Series 2018C Bond”) pursuant to an authorizing resolution adopted on August 6, 2018, for the purpose of financing improvements to the City’s water treatment facility, including improvements to the raw water supply and treatment process (the “Project”); and

WHEREAS, the North Dakota Public Finance Authority (the “Public Finance Authority”), as the purchaser of the Series 2018C Bond, has approved an additional loan to the City in the amount of \$12,050,000 for increased costs of the Project, of which \$7,950,000 shall be added to the outstanding principal amount of the Series 2018C Bond (\$22,645,000), and \$4,100,000 shall be evidenced by the Series 2025C Bond (described hereinbelow) for a total outstanding loan amount of \$34,695,000; and

WHEREAS, the City has requested that the Public Finance Authority approve the addition of the sales tax authorized under Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Ordinances (the “Sales Tax”) as security for the Municipal Securities, as defined herein, in addition to the Net Revenues; and

WHEREAS, the City will issue its \$30,595,000 Sales Tax and Water Revenue Bond, Series 2025B to the Public Finance Authority to refund the Series 2018C Bond, which is outstanding in the principal amount of \$22,645,000 and evidence a portion of the loan to the City; and

WHEREAS, the City will issue its \$4,100,000 Taxable Sales Tax and Water Revenue Bond, Series 2025C (the “Series 2025C Bond,” and together with the Series 2025B Bond, the “Municipal Securities” or “Bonds”) to evidence a portion of the loan to the City; and

WHEREAS, in the event that the Municipal Securities are not issued until the subsequent calendar year, the series may be re-designated.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1. Authorization and Sale.

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing and refinancing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue \$30,595,000 in principal amount of its CITY OF FARGO SALES TAX AND WATER REVENUE BOND, SERIES 2025B (the "Series 2025B Bond") and \$4,100,000 in principal amount of its CITY OF FARGO TAXABLE SALES TAX AND WATER REVENUE BOND, SERIES 2025C (the "Series 2025C Bond," and together with the Series 2025B Bond, the "Municipal Securities"), pursuant to N.D.C.C. ch. 40-35 and Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project, refunding the Series 2018C Bond, and paying related costs of issuance. The series designations of the respective Municipal Securities may be amended based upon the issue date of the Municipal Securities without further action of this governing body.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in an Amended and Restated Loan Agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

SECTION 2. Term of Bonds.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO SALES TAX AND WATER REVENUE BOND, SERIES 2025B and CITY OF FARGO TAXABLE SALES TAX AND WATER REVENUE BOND, SERIES 2025C, and shall be issued to the Public Finance Authority in the form of single registered Municipal Securities in substantially the form as attached hereto as Exhibit A-1 and Exhibit A-2.

2.02. Terms. The City authorizes the issuance of the Series 2025B Bond in the aggregate principal amount not to exceed \$30,595,000 and the issuance of the Series 2025C

Bond in the aggregate principal amount not to exceed \$4,100,000, each dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 1.50% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in accordance with the respective "Attachment A" attached to Exhibit A-1 and Exhibit A-2 to this Resolution, subject however to the final amortization schedule to be attached to the Municipal Securities upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. Interest shall be payable semiannually on each March 1 and September 1 commencing March 1, 2025, or such later date as is the first March or September following issuance of the Municipal Securities. Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule attached to each Municipal Security will be revised to reflect the actual principal amount loaned to the City at the completion of the Project.

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the "Bond Registrar"), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.

2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. Proceeds of the 2025B Bond shall first be applied to refund the outstanding Series 2018C Bond. The remaining proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3. Source of Payment. The City hereby dedicates and irrevocably pledges the Net Revenues (as defined in Section 4.02 hereof) of the City's water treatment and distribution system (the "Water Utility") and the Sales Tax (together the "Pledged Revenues") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Pledged Revenues and permitted herein (the "Bonds").

The Pledged Revenues are to be deposited in the funds set forth in Section 4 hereof.

SECTION 4. Funds.

4.01. Water Utility Fund. The City has created, and will maintain, a WATER UTILITY FUND (the "Water Utility Fund"). The City shall credit and pay to the Water Utility Fund, as received, the entire gross revenues derived from the operation of the City's Water Utility, including any future additions thereto and betterments thereof, including all income and receipts

derived from rates, fees and charges for services, facilities, products and by-products of the Water Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability thereof, and from sale of any of the properties of the Water Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Water Utility Fund there shall be established and maintained the following funds as a part of the Water Utility Fund. Amounts on deposit in the Water Utility Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Water Utility Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Water Utility.

4.03. Water Revenue Bond Fund. The City has created, and will maintain, a WATER REVENUE BOND FUND (the "Water Revenue Bond Fund"). Upon each such monthly apportionment, out of the Pledged Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth ($1/6$) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth ($1/12$) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Water Revenue Bond Fund credited to the Water Revenue Bond Fund subsequent to the last monthly apportionment. If Pledged Revenues on hand at any time are insufficient to permit the transfer to the Water Revenue Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Pledged Revenues thereafter received. There shall also be credited to said fund the accrued interest, if any, paid on each subsequent issue of additional bonds, if any. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Water Revenue Bond Fund.

In the event Pledged Revenues on deposit in the Water Revenue Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Water Revenue Bond Fund are insufficient to pay the principal of, and premium, if any, and interest on the Bonds then due, such Pledged Revenues and the transfers from the Surplus Fund shall be apportioned among each series of Bonds in proportion to the amount of principal, premium, if any, and interest then payable on the Bonds of each series. Transfers from any SRF Reserve Fund, including the

Reserve Account established hereunder, shall be applied only to principal, premium, if any, and interest payable on the related series of SRF Bonds.

4.04. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Water Revenue Bond Fund and any SRF Reserve Fund shall be credited on the books of the City to the Surplus Fund of the Water Utility Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Water Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Water Revenue Bond Fund, the Reserve Account and any other SRF Reserve Fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Water Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Water Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Water Revenue Bond Fund, or any SRF Reserve Fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Water Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

4.05. Rebate Fund. There is hereby established a Rebate Fund. The City shall from time to time, and as required by Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated in connection therewith, as amended (collectively, the "Code"), calculate the amount of rebate payable with respect to tax-exempt Bonds to the United States of America pursuant to Section 148 of the Code. The City may from time to time, and shall upon payment being due to the United States of America, withdraw the amount of such payment from the Surplus Fund and any SRF Reserve Fund, the Water Revenue Bond Fund and the Operation and Maintenance Fund, in such order, the amount of such payment notwithstanding any provision to the contrary in this Resolution. Amounts in the Rebate Fund shall be used solely to make required payments to the United States of America and shall not be pledged to the payment of the Bonds. All interest earnings on investments in the Rebate Fund shall be retained in the Rebate Fund.

4.06. Reserve Account. A separate SRF Reserve Fund (the "Reserve Account") is established within the Water Utility Fund and shall be funded to the total amount of \$1,552,950, in five installments of \$310,590, payable on each September 1 beginning September 1, 2027, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$30,595,000. Moreover, the City shall receive a credit for funds already on deposit in the Reserve Account.

SECTION 5. Additional Net Revenues Parity Pledges.

5.01. Parity Bonds. The City reserves the further right of issuing additional municipal securities payable from the Sales Tax or Net Revenues on a parity as to both principal and interest with the Bonds, provided that the Pledged Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal and interest to become due during the remaining term of the then outstanding obligations payable from the Pledged Revenues. However, if rates and charges for the Water Utility have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the Net Revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

So long as obligations are outstanding pursuant to resolutions which require greater coverage for the issuance of additional parity bonds, the provisions of such resolutions shall govern.

5.02. Subordinate Lien Bonds. Except as authorized in Section 5.01 and this 5.02, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon the Pledged Revenues, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding bonds issued hereunder or payable from the Pledged Revenues ("Subordinate Bonds"), and such additional bonds or obligations shall not be payable from the Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4 of this Resolution.

SECTION 6. Water Utility Covenants.

6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Water Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor including the Sales Tax, 110% of the actual annual debt service on all bonds outstanding payable from the Pledged Revenues, and to pay all amounts owed to any insurer of the bonds outstanding. If the actual Net Revenues, together with other revenues expected to be available therefor including the Sales Tax, fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.

6.02. Covenant to Maintain Water Utility. The City will continue to own, operate and maintain the Water Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Water Utility not essential to continued operation of the Water Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Water Utility or to pay principal and interest on obligations issued with respect to the Water Utility. The City will continue to maintain the Water Utility in good and efficient operating condition, supplying wastewater service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.

6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Water Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Water Utility Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Water Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Water Utility to be properly maintained and no free service shall be provided to any person or corporation.

6.04. Competing Service. The City will not establish or enfranchise any other facilities in competition with the facilities of the Water Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Water Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Water Utility Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.

6.06. Liability Insurance and Surety Bonds. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Water Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Water Utility Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of

the loss or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Water Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Water Utility Fund.

6.07. Cost of Insurance and Accounting. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.

6.08. General Covenants. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:

- a. That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
- b. That it will maintain complete books and records relating to the operation of the Water Utility, the Water Revenue Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
- c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Pledged Revenues.
- d. That it will promptly deposit into the Water Revenue Bond Fund all sums required to be so deposited.
- e. That it will operate the Water Utility in a sound, efficient and economic manner.

SECTION 7. Miscellaneous.

7.01. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the City but are payable solely from the Pledged Revenues as set forth in this resolution.

7.02. Federal Tax Laws. The City hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Series 2025B Bond of the interest on the Series 2025B Bond under Section 103 of the Code. The City also covenants that it will not directly or indirectly use or permit the use of any of the proceeds of the Series 2025B Bond or any other funds or any facilities refinanced thereby or take or omit to take any action which would cause the Series 2025B Bond to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or "private activity bonds" within the meaning of Section 141 of the Code.

The City will comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2025B Bond. The City shall comply with all requirements set forth in any tax compliance certificate executed in connection with the issuance of the Series 2025B Bond. The covenants and obligations of the City set forth in this Section 7.02 shall survive the payment, redemption and defeasance of the Series 2025B Bond until the expiration of all statutes of limitation applicable to the City with respect to the Series 2025B Bond.

The City recognizes that the provisions of this Section 7.02 are intended to comply with provisions of the Code applicable to the Series 2025B Bond and if as a result of a change in an applicable section of the Code or in the interpretation thereof, a change in this Section 7.02 shall be permitted or necessary to assure continued compliance with provisions of the Code, then the City shall be empowered to amend this Section 7.02 upon receipt of a written opinion of bond counsel satisfactory of the City to the effect that either (i) such amendment is required to maintain the exclusion from gross income under Section 103 of the Code of interest paid and payable on the Series 2025B Bond, or (ii) such amendment shall not adversely affect the exclusion from gross income under Section 103 of the Code of interest paid or payable on the Municipal Securities.

This section shall be applicable only to the obligations, covenants, agreements, limitations, conditions and restrictions of and upon the City in relation to the holder of the Series 2025B Bond.

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Adopted March 31, 2025.

CITY OF FARGO

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

SALES TAX AND WATER REVENUE BOND,
SERIES 2025B

No. R-1 \$30,595,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2056	[_____], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: THIRTY MILLION FIVE HUNDRED NINETY FIVE
THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the “City”), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one and one half percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing March 1, 2025. The Principal Amount of this Bond is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Bond), payable semi-annually on each March 1 and September 1. All payments due with respect to this Bond are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner’s address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35 and Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Ordinances (the “Act”), and

pursuant to a Resolution (the "Resolution") and an Amended and Restated Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for a description of the funds and accounts pledged to the payment of the Municipal Securities and the rights of the Registered Owner of the Municipal Securities. The principal and interest payments for this Bond and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues (as defined in the Resolution), including Net Revenues received by the City from the operation of the water utility facility of the City of Fargo, and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for new Municipal Securities of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Securities have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Securities is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney
Mayor

ATTEST:

Steven Sprague City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of
Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

ATTACHMENT A

[to come]

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

TAXABLE SALES TAX AND WATER REVENUE BOND,
SERIES 2025C

No. R-1 \$4,100,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 20[56]	[], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: FOUR MILLION ONE HUNDRED THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the “City”), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one and one half percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing March 1, 2025. The Principal Amount of this Bond is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Bond), payable semi-annually on each March 1 and September 1. All payments due with respect to this Bond are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner’s address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35 and Article 3(S) of the

Home Rule Charter, and Article 3-20 of the Fargo Municipal Ordinances (the "Act"), and pursuant to a Resolution (the "Resolution") and an Amended and Restated Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for a description of the funds and accounts pledged to the payment of the Municipal Securities and the rights of the Registered Owner of the Municipal Securities. The principal and interest payments for this Bond and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues (as defined in the Resolution), including Net Revenues received by the City from the operation of the water utility facility of the City of Fargo, and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for new Municipal Securities of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Securities have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Securities is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney
Mayor

ATTEST:

Steven Sprague City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of
Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Attachment A

[to come]

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on March 31, 2025, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this __ day of [_____], 2025.

City Auditor

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EXHIBIT A: Description of Project

EXHIBIT B: Municipal Securities Payment Schedule

EXHIBIT C: Form of North Dakota State Revolving Fund Program Certificate Relating to
Lobbying and Litigation

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT (this “Loan Agreement”) is made and entered into as of [____], 2025, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State and amends and restates in its entirety that certain Loan Agreement dated March 11, 2019, between the Authority and the Municipality (the “Original Loan Agreement”).

RECITATIONS

WHEREAS, the Municipality, issued its \$23,950,000 Water Revenue Bond, Series 2018C (the “Series 2018C Bond”) pursuant to an authorizing resolution adopted on August 6, 2018, for the purpose of financing the Project described in Exhibit A attached hereto; and

WHEREAS, the Authority, as the purchaser of the Series 2018C Bond, has approved an additional loan to the Municipality in the amount of \$12,050,000 for increased costs of the Project, of which \$7,950,000 shall be added to the principal amount of the Series 2018C Bond (\$22,645,000), and \$4,100,000 shall be evidenced by the Series 2025C Bond (described hereinbelow) for a total loan amount of \$34,695,000; and

WHEREAS, the Municipality, pursuant to a resolution adopted on [____], 2025 (the “Municipal Bond Resolution”) will issue its (a) \$30,595,000 Sales Tax and Water Revenue Bond, Series 2025B (the “Series 2025B Bond”) to the Public Finance Authority to refund the 2018C Bond and evidence a portion of the loan to the Municipality; and (b) its (a) \$4,100,000 Taxable Sales Tax and Water Revenue Bond, Series 2025C (the “Series 2025C Bond,” and together with the Series 2025B Bond, the “Municipal Securities”) to the Public Finance Authority to evidence a portion of the loan to the Municipality.

WHEREAS, the Authority and the Municipality desire to amend and restate the Original Loan Agreement to evidence the total loan amount being secured by the Municipal Securities.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Environmental Quality.

“EPA” means the United State Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“Financial Obligation” means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB) consistent with the Rule.

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Amended and Restated Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Loan Repayments” means the payments payable by the Municipality pursuant to the Authority, including payments payable under the Municipal Bond Resolution and the Municipal Securities.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Pledged Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“Sales Tax” has the meaning assigned in the Municipal Bond Resolution.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s water utility collection and treatment system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the total principal amount of the Municipal Securities, plus accrued interest, if any. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. Disbursement of Loan Proceeds. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of the documents described in Section 2.06, (b) issuance and delivery by the Municipality of the Municipal Securities to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department.

Section 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Interest and the Administrative Fee shall accrue on the outstanding amount of the Loan advanced by the Public Finance Authority from the date of first advance.

Section 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Public Finance Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.

(b) Copies of the form of Municipal Securities and the Municipal Bond Resolution adopted [____], 2025, authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.

(c) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.

(d) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity of the Municipal Securities and tax status of the Series 2025B Bond as may be agreed upon by the Municipality and the Authority.

(e) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Public Finance Authority certifying Pledged Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Pledged Revenues, including the Municipal Securities during the remaining term of the outstanding municipal securities.

(f) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Utility or the Project or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the

Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement. The Authority affirms that expenditure for the Project as described in the loan application is consistent with the foregoing laws and documents.

(f) Records; Accounts.

(i) The Municipality will, to the extent required by generally accepted government accounting principles, keep accurate records and accounts for the Utility (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and will be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's independent annual or biannual audit, or annual report, as required by law, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Guidance 2 CFR Part 200, Subpart F. A copy of the financial statements shall be submitted to the Authority as soon as available each year.

(ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. Upon request, the Authority will advise the Municipality if the loan is not being funded with the proceeds of Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections; Information. The Municipality will permit the Authority, the Department, and the Trustee, and any designated party to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the North Dakota Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;

(D) Substitution of credit or liquidity providers, if any, or their failure to perform;

(E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);

(F) Tender offers;

(G) Defeasances;

(H) Rating changes;

(I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or

(J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

(A) Non-payment related defaults;

(B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;

(C) Modifications to rights of holders of the Municipal Securities;

(D) Bond Calls;

(E) Release, substitution or sale of property securing repayment of the Municipal Securities;

(F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(G) Appointment of a successor or additional trustee or the change of name of a trustee; or

(H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.

(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion

in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

(x) The Municipality will promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality, or in the ability to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Municipal Securities.

(k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(n) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms as may be agreed upon by the Municipality and the Authority.

(o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation which is attached as Exhibit C to this Loan Agreement and shall be executed by the Municipality.

(q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the

Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(s) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

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ARTICLE IV
ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fees payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fees.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code, shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Project.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty, or representation made by or on behalf of the Municipality contained in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality

becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to the Authority or the Trustee, is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority
1200 Memorial Highway
P.O. Box 5509
Bismarck, North Dakota 58506-5509
Attention: Executive Director

(b) Department:

North Dakota Department of Environmental Quality
Division of Municipal Facilities
4201 Normandy Street
Bismarck, ND 58503-1324

(c) Municipality:

City of Fargo
225 4th Street North
Fargo, ND 58102
Attention: Finance Director

AND

City of Fargo
Attention: Water Utility Director
435 14th Avenue South
Fargo, ND 58103

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

[The remainder of this page left intentionally blank.]

NORTH DAKOTA PUBLIC FINANCE
AUTHORITY

By: _____
DeAnn Ament, Executive Director

[Signature Page – Amended and Restated Loan Agreement
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2025B; Taxable Sales
Tax and Water Revenue Bond, Series 2025C]

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

[Signature Page – Amended and Restated Loan Agreement
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2025B; Taxable Sales
Tax and Water Revenue Bond, Series 2025C]

EXHIBIT A

DESCRIPTION OF PROJECT

Construction of improvements to the City's existing water treatment facility, including improvements to the raw water supply and treatment process.

EXHIBIT B

MUNICIPAL SECURITIES PAYMENT SCHEDULE

[to come]

EXHIBIT C

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [____], 2025.

CITY OF FARGO, NORTH DAKOTA

By _____
Dr. Timothy J. Mahoney, Mayor

By _____
City Auditor

March 27, 2025

(29)

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

Subject: Advertisement for Bid – Project WA2502 – Water Tower Demolition

Dear Commissioners:

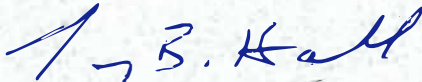
Water Utility staff is seeking approval for advertising bidding of Project WA2502: Water Tower Demolition. With the construction of the new water tower and analysis of all Fargo water towers, there are three (3) water towers scheduled for removal this summer. The water towers to be removed are located at:

- 508 5th Street North
- 1430 10th Street North
- 17th Avenue & 20^h Street (Fargo South High School)

With the water tower removal in north Fargo, the site will be prepared for redevelopment. Funding for Project WA2502 was included in the 2025 budget and will be cash funded with Infrastructure Sales Tax (Fund 450).

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2502, Water Tower Demolition.



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

March 27, 2025

(30)

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

Subject: Advertisement for Bid – Project WA2501 – Water Tower 6 Reconditioning

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2501: Water Tower 6 Reconditioning. This tower is located at 3220 32nd Avenue South in Fargo and is the only tower remaining with the older, light blue exterior coating. This project is in the 2025 water utility budget; however, construction will mostly be in 2026. The project will replace interior and exterior coatings. Also, there will be structural changes such as moving control piping from underground to inside the base (above ground) of the water tower.

The project will be cash funded with Infrastructure Sales Tax (Fund 450) and is in the Financial Model and Capital Improvement Plan for the water utility. The project will be advertised and bid this spring or early-summer to schedule a contractor for 2026.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2501, Water Tower 6 Reconditioning.



Water Treatment Plant

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov

31

March 27, 2025

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

Subject: Advertisement for Bid – Project WA243A – Lead Service Line Replacement – Phase 1

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA243A, Lead Service Line Replacement – Phase 1. This will be the first of several bids regarding Lead Service Line Replacement (LSLR) over the next few years. For 2025, the number of LSLRs for customers may be limited because the water utility is working through initial program details with regulators, multiple City of Fargo departments, consultants, and others. The goal is to be more streamlined in future years. It is intended that the LSLR program will be completed in 5 to 7 years.

Funding for Project WA243A is included in the 2025 budget. The project will be funded with 66.5 percent loan forgiveness (grant) and a Drinking Water State Revolving Fund (DWSRF) loan with 0.5% interest for the local share.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA243A, Lead Service Line Replacement – Phase 1