

FARGO CITY COMMISSION AGENDA
Monday, July 21, 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 purposes of discussing negotiation strategy, to provide negotiating instructions to the City's attorney or other negotiator regarding various and separate pending or potential contracts for the sale of land by the City located west of the landfill, said separate contracts being between the City and Galvanizers, Inc.; WMF Properties, LLC; Hazer Ventures LLC; Thor Investments, LLC; and ARD Properties, LLC; regarding litigation pertaining to 501 Main Avenue and to discuss negotiating strategy or provide negotiation instructions to its attorney, and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity; and regarding reasonably predictable and/or threatened litigation by Northdale Oil, Inc. and its affiliate Eastdale, LLC, and to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the reasonably predictable or threatened litigation, and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity. Discussing these matters in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City; thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 7, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Article 11-04 of Chapter 11 of the Fargo Municipal Code Relating to Automobiles and Personal Property.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 21-0601, 21-0602, 21-0603, 21-0604 and Enacting Sections 21-0601.1 and 21-0605 of Article 21-06 of Chapter 21 of the Fargo Municipal Code Relating to Flood Plain Management; 1st reading, 7/7/25.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Amending Ordinance No. 5464 Pertaining to Zoning of The Pines at the District Seventh Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 7/7/25.

4. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 7/7/25:
 - a. Enacting Section 8-1322 of Article 8-13 of Chapter 8 of the Fargo Municipal Code relating to Traffic Code.
 - b. Amending Section 1-0305(C)(7) and adding Section 1-0305(C)(14) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
5. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 7/7/25:
 - a. Amending Sections 8-1006 and 8-1006.2 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Parking Regulations.
 - b. Repealing Section 8-1025 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Parking Regulations.
 - c. Repealing Sections 18-0505, 18-0506, 18-0507, 18-0508, 18-0509, 18-0510, 18-0511, 18-0512 and 18-0513 of Article 18-05 of Chapter 18 of the Fargo Municipal Code Relating to Public Ways and Places.
6. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 7/7/25:
 - a. Amending Sections 10-0322 and 10-0322.1 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Harassment and Harassment - Hate Crime.
 - b. Amending Section 10-0103 of Article 10-01 of Chapter 10 of the Fargo Municipal Code Relating to Sale of Tobacco to Individuals Under Twenty-One (21) Years of Age and Use and Possession by Individuals Under 21 Years of Age Prohibited.
 - c. Amending Section 8-0610 of Article 8-06 of Chapter 8 of the Fargo Municipal Code Relating to Rotary Traffic Islands.
 - d. Amending Section 08-0313 of Article 08-03 of Chapter 8 of the Fargo Municipal Code Relating to Careless Driving and Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
 - e. Amending Section 8-0309 of Article 8-03 of Chapter 8 of the Fargo Municipal Code Relating to Driving while License Suspended or Revoked - Impoundment of License Plates and Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
 - f. Enacting Section 10-0502 in Article 10-05 of Chapter 10 of the Fargo Municipal Code Titled Proof of Identification in Licensed Premises.
 - g. Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
 - h. Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
 - i. Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
7. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Prairie Crossing Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 7/7/25.
8. Resolution Establishing the Wildlife Management Program for the 2025-2026 season.
9. Resolution Concluding the Sustainability and Resiliency Committee Effective December 31, 2025 and waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Repealing Article 5-04 of Chapter 5 of the Fargo Municipal Code Relating to Fargo Police Advisory and Oversight Board.

10. Applications for Games of Chance:
 - a. EagleRidge Legacy Fund, Inc. for a raffle on 7/24/25.
 - b. El Zagal Shrine Temple for a calendar raffle from 1/1/26 to 6/30/26.
 - c. Fargo South High School for a raffle from 9/5/25 to 5/15/26.
 - d. Healthcare Equipment Recycling Organization (HERO) for a raffle on 9/26/25.
 - e. Lend a Hand Up for a raffle on 8/13/25.
 - f. Red River Zoo for a raffle on 8/22/25.
 - g. Tri-City United Soccer Club for a raffle on 8/12/25.
 - h. YWCA Cass Clay for a raffle on 9/4/25.
11. Gaming Site Authorization for Fargo Youth Hockey Association at Bar 209.
12. Pledged securities as of 6/30/25.
13. Memorandum of Understanding between Fargo Dome Authority and NDSU.
14. Second Amendment to the 2005 Agreement with the City of West Fargo (Improvement District No. PR-25-I1).
15. Final Balancing Change Order No. 1 in the amount of \$28,173.98 for Improvement District No. BN-24-C1.
16. Change Order No. 3 in the amount of \$4,730.00 for Improvement District No. BN-24-B1.
17. Bid award to Paras Contracting, Inc. in the amount of \$954,313.30 for Improvement District No. BR-25-H1.
18. Create Improvement District No. BN-25-C and adopt Resolution of Necessity (New Paving and Utility Construction).
19. Permanent Easement (Alley) with James R. and Leighann N. Knopp (Project No. AN-19-A1).
20. Permanent Easement (Alley) with Michael L. and Barbara A. Stenberg (Project No. AN-19-A1).
21. Permanent Easement (Alley) with Harold and Lila D. Unruh (Project No. AN-19-A1).
22. Permanent Easement (Alley) with Randy and Wendy Iwerks (Project No. AN-19-A1).
23. Bid award to Cobalt Coatings in the amount of \$72,450.00 for Project No. TR-25-E1.
24. Memorandum of Offer to Landowner, Permanent Easement (Street and Utility) and Easement (Temporary Construction Easement) with M&P Holdings LLLP (Improvement District No. BN-25-C1).
25. Items from the FAHR Meeting:
 - a. Request a reduction of one full-time regular position of Home Health Aide.
 - b. Donation in the amount of \$1,564.56 to the Red River Valley SWAT team to cover entry fees, per diem and lodging for the Superior Sniper Competition.
 - c. Grant Award and Acceptance for the FY24 State and Local Cybersecurity Grant Program under CFDA #97.137 in the amount of \$202,680.00 and related budget adjustments.
26. Bid award to Achievelt for Strategy Management Software and Consultant Services (RFP25146).

27. Notice of Grant Award from the ND Department of Health and Human Services for State Aid to Local Public Health.
28. Notice of Grant Award from the ND Department of Health and Human Services for Increasing Immunization Rates (CFDA #93.268).
29. Notice of Grant Award from the ND Department of Health and Human Services for State Aid Regional Environmental Health Services.
30. Fargo Public School District and Fargo Cass Public Health Contract for Services.
31. Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs 2025-2029 HUD Consolidated Plan including 2025 HUD Action Plan and Budget, and Amendments to the 2023 Action Plan and 2024 Action Plan.
32. Bid award to OK Tire for tires and tire services (RFP25161).
33. Bid award to Northdale Oil, Inc. for fuel purchasing in the 1st and 2nd Quarters of 2026 and execute the Forward Fuel Contract (RFP25203).
34. Contract with Compass Minerals Inc. for Bulk Highway Deicing Salt (RFP25165).
35. Amendment No. 2 to State Contract No. 283 (Paratransit Software) with Via Mobility LLC.
36. Resolutions Authorizing the Issuance and Sale of \$20,000,000 City of Fargo Sales Tax and Sewer Revenue Bonds for (a) Clean Water State Revolving Fund (CWSRF) and (b) Drinking Water State Revolving Fund (DWSRF).
37. Bills.

REGULAR AGENDA:

38. Introduction and swearing in of Fire Chief Gary Lorenz.

PUBLIC HEARINGS - 5:05 pm:

39. **PUBLIC HEARING – WITHDRAWN** - Hearing on a dangerous building located at 2826 12th Street South.
40. **PUBLIC HEARING** – Annexation of 87.89 acres, more or less located in a part of Section 10 and Section 15, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota (4370 52nd Avenue North; 4300, 5001 and 5115 County Road 81; 4821-4943 43rd Street North; 4349 and 4350 48th Avenue North); continued from the 6/23/25 and 7/7/25 Regular Meetings.
41. **PUBLIC HEARING** – Northdale First Addition (4300 County Highway 81 North); approval recommended by the Planning Commission on 2/4/25; continued from the 6/23/25 and 7/7/25 Regular Meetings:
 - a. Zoning Change from AG, Agricultural to LI, Limited Industrial with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Northdale First Addition.

42. **PUBLIC HEARING** - Vacation Plat of a portion of 50th Avenue North and 43rd Street North right-of-way adjacent to Lots 7-12, Block 4 and Lots 6-11, Block 2, North 81-20 Subdivision and Lot 1, Block 2, North 81-20 Second Subdivision (5001 County Road 81; 4821-4943 43rd Street North; 4349 48th Avenue North).
43. **PUBLIC HEARING** - Community Development Block Grant (CDBG) and HOME Programs 2024 Consolidated Annual Performance and Evaluation Report (CAPER).
44. **PUBLIC HEARING** – Application filed by Corvent Medical, Inc. for a property tax exemption for a project to be located at 4837 Amber Valley Parkway South which the applicant will use for the general storage and handling of medical device mechanical ventilator components and finished goods.
45. **PUBLIC HEARING** – Application for transfer of a Class “FA” Alcoholic Beverage License from Mexican Village II, LLP d/b/a Mexican Village to Golden Empire Inc. d/b/a Phoenix Buffet at 3155 45th Street South.
46. **PUBLIC HEARING** – Application for transfer of a Class “FA-RZ” Alcoholic Beverage License from Toasted Frog, LLC d/b/a Toasted Frog to The Toasted Frog Fargo Part 2 LLC d/b/a The Toasted Frog at 305 Broadway North.
47. Construction update.
48. Broadway street closure reconsideration.
49. Commissioner Piepkorn requests that the Commission direct staff to develop an event street closing policy that includes recouping associated City costs to facilitate the closure.
50. Commissioner Piepkorn requests that staff review parking revenues associated with the parking garages.
51. Commissioner Piepkorn requests the City Attorney investigate the possibility of recovering funds provided to Faith For Hope and Presentation Partners.
52. Recommendations for appointments to the following Boards and Commissions:
 - a. Human Rights Commission.
 - b. Liquor Control Board.
53. Liaison Commissioner Assignment Updates.
54. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).

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

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



**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

July 17th, 2025

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

RE: Ordinance Amendment – Article 11-04 – Automobiles and Personal Property

Dear Mayor Mahoney and Commissioners,

At the request of the Fargo Police Department, and as directed by the City Commission in the April 14, 2025 meeting, I am enclosing for your consideration an amendment and overhaul to the Fargo Municipal Code, Article 11-04 – Automobiles and Personal Property.

Fargo Municipal Code Article 11-04 currently outlines when a motor vehicle, animal, or other article of personal property located within the city that are in violation of any ordinance or state law or which constitute a hazard can be declared a nuisance and abated. It further outlines the procedures to remove and dispose of them. These current requirements are not in conformity with North Dakota Century Code Chapter 23.1-15 (Abandoned Motor Vehicles), which is the state equivalent for these ordinances. Some of the differences between the ordinances and state law are how abandoned motor vehicles are defined, as well as the timeline requirements in place for noticing the owners of abandoned vehicles and disposing of them.

The proposed amendment adopts and mirrors the requirements that are currently in place at the state level. This proposal will help to make the requirements easier to read by numbering and listing the requirements, rather than listing them all in a large block paragraph. This will help ensure clarity alongside abiding with state law.

Suggested Motion: I move to receive and file the following ordinances amending Fargo Municipal Code Article 11-04, of Chapter 11, relating to Automobiles and Personal Property to place the ordinances on for first reading at the next regularly-scheduled meeting of the Board of City Commissioners.

Sincerely,

Elijah P. Hartsell

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 11-04,
OF CHAPTER 11, OF THE FARGO MUNICIPAL CODE,
RELATING TO AUTOMOBILES AND PERSONAL PROPERTY.

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 to Article 11-04

Article 11-04 of Chapter 11, of the Fargo Municipal Code, is amended as follows:

11-0401. - Automobiles or other personal property—When declared nuisance.

Any motor vehicle ~~animal~~ or other articles of personal property located within the city, the use, condition, or status of which is in violation of any ordinance of the city or any law of the state of North Dakota, or which constitutes an obstruction, hazard, or detriment to public traffic, snow-removal operations, public safety, or public health or morals, or which may be damaged, disabled

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1 or otherwise involved in an accident or in the commission of any violation of any ordinance of the
2 city or any law of the state, or any vehicle or other article of personal property abandoned or
3 unclaimed within the city is hereby declared to be a nuisance and shall be abated in the manner
4 provided by this article. The practice of parking motor vehicles or trailers in the front yards of
5 properties within the city of Fargo (except as otherwise allowed by § 20-0701 of the Fargo
6 Municipal Code) is hereby declared to be a nuisance and shall be abated in the manner provided
7 by this article.

8 11-0402. - Removal and Impounding by Police Department.

9 The police department of the city or a contractor designated to act on its behalf may enter private
10 property and remove or cause to be removed to the city hall, or any other place within the city
11 selected for the purpose, any automobiles or personal property described in § 11-0401, and may
12 impound and retain the same until the expense of removal, storage, and impounding is paid,
13 together with the amount of any fine, costs, bail, or other claims of the city against the owner or
14 any other person lawfully entitled to the possession thereof.

15 11-0403. - ~~Impounded property~~ When held and sold. Immediate Disposal of Abandoned Motor
16 Vehicles- When Appropriate.

17 ~~If not reclaimed and redeemed by the true owner or the person lawfully entitled to the possession~~
18 ~~thereof, any article or personal property described in § 11-0401 may be sold and disposed of by~~
19 ~~the police department of the city as follows:~~

20 ~~A. Any motor vehicle which is more than seven model years of age, is lacking vital~~
21 ~~component parts, and does not display a current license plate, may be disposed of by the~~
22 ~~police department, or a contractor designated to act on its behalf.~~

23 ~~B. When an impounded motor vehicle is less than seven model years of age, or displays a~~
24 ~~current license tag, the owner of the vehicle shall be notified within 10 days of the~~
25 ~~impoundment. The notice shall set forth the date and place of the taking, the year, make,~~
26 ~~model, and serial number of the motor vehicle and place the vehicle is being held and~~
27 ~~must inform the owner and lien holders or secured parties of their right to reclaim the~~
28 ~~vehicle.~~

29 ~~C. The owner of any vehicle desiring to reclaim his or her vehicle may do so within 15 days~~
30 ~~after the date of the notice is required by subsection (B) of this section; provided, that~~
31 ~~prior to reclaiming, the owner shall be required to pay all towing and storage charges,~~

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1 expenses of removal, plus any fining, costs, bail, or other claims of the city against the
2 owner.

3 ~~D. The notice to the owner which is required by subsection (B) of this section shall be sent~~
4 ~~by mail to the registered owner, if any, of the impounded motor vehicle and all readily~~
5 ~~identifiable lien holders or secured parties of record. If it is impossible to determine with~~
6 ~~reasonable certainty the identity and address of the registered owner and all lien holders,~~
7 ~~the notice must be published once in a newspaper of general circulation in the area or~~
8 ~~from which the motor vehicle was impounded.~~

9 ~~E. Motor vehicles which are more than seven model years old and do not bear a current~~
10 ~~license plate, or those which are unclaimed after giving appropriate notice as provided in~~
11 ~~subsection (B) of this section, shall be sold at public auction for sale, following~~
12 ~~reasonable published notice thereof in the official newspaper of the city.~~

13 ~~F. After sale of the vehicle, all costs, fines, or expenses, as hereinabove described in~~
14 ~~subsection (C) of this section, shall be deducted from the purchase price and the~~
15 ~~remainder held for minimum of 90 days for the benefit of the owner of the vehicle. In the~~
16 ~~event that such funds are unclaimed after a period of 90 days, the amount shall be~~
17 ~~disposed of as provided in § 11-0404 of this article.~~

18 ~~G. The sale of motor vehicles may be postponed or discontinued by public announcement at~~
19 ~~the time of the sale where there are no bidders, or when the amount offered is grossly~~
20 ~~inadequate, or for other reasonable cause. The city may become a purchaser of any or all~~
21 ~~property at such sale.~~

22 ~~H. Any personal property which is impounded pursuant to the terms of this article may be~~
23 ~~sold, without notice to the owner, in the same manner as motor vehicles which are more~~
24 ~~than seven model years of age and are unlicensed; provided, that if such personal~~
25 ~~property has a reasonable value of at least \$100 and the owner thereof is known to the~~
26 ~~city, notice and the opportunity to reclaim shall be given to the owner in the same manner~~
27 ~~as for motor vehicles which are less than seven model years of age.~~

28 ~~I. The city may, by contract, delegate responsibility for impoundment, notification, and sale~~
29 ~~of impounded motor vehicles and other personal property, to a private party having~~
30 ~~sufficient facilities to impound and store such vehicles.~~

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An abandoned motor vehicle for which the value as determined by the party with custody is no more than one thousand dollars (\$1,000) and for which the owner, lienholder, or secured parties cannot be identified with reasonable certainty after a search of the department of transportation records is immediately eligible for disposal by a permitted scrap iron processor and is not subject to the notification, reclamation, or title provisions of FMC 11-0404. A license plate on the abandoned motor vehicle must be removed and destroyed prior to purchaser taking possession of the vehicle. An abandoned vehicle that qualifies under this ordinance is not eligible for reimbursement of storage costs pursuant to North Dakota Century Code § 23.1-15-09.

11-0404. - Report to city auditor — Disposition of proceeds. Disposal of Abandoned Motor Vehicles— Notice to Owner and Law Enforcement Required.

~~Within 30 days after sale as provided for in § 11-0403 of this article, the police department, or a contractor designated to act on its behalf, shall make out, in writing, and file with the city auditor a full report of such sale specifying the property sold, the amount received therefor, the amount of costs and expenses, and the disposition made by him of the proceeds of the sale. The proceeds arising from such sale shall be delivered over to the city treasurer and credited to the general fund.~~

A. When an abandoned motor vehicle or personal property does not for qualify immediate disposal, the police department or contracted towing service taking it into custody shall give notice within ten days or within ten days after communications from the owner, lienholder, or identifiable secured parties of the abandoned motor vehicle have ceased. The notice must include the following:

1. The date and place of the taking,
2. The year, make, model, and serial number of the abandoned motor vehicle,
3. The place where the vehicle is being held, and
4. Information for the owner, lienholders, or identifiable secured parties of their right to reclaim the vehicle and that the failure to exercise their right to reclaim the vehicle within thirty (30) days is deemed a waiver of all rights, title, and interest in the vehicle and a consent to the disposal of the vehicle and include the end date of the thirty days to reclaim the vehicle.

B. The notice must be sent by certified mail, return receipt requested, to the registered owner, if any, of the abandoned motor vehicle and to all readily identifiable lienholders or secured parties of record. If it is not possible to determine with reasonable certainty the identity and address of the parties, the notice must be published once in a newspaper of general

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1 circulation in the area where vehicle was abandoned or placed on the official website of
2 the City. When posted on the website, the notice must be placed in a designated area of the
3 website for a minimum of thirty days and include the same information outlined in
4 subsection (A).

5 C. Subject to the exception in Fargo Municipal Code § 11-0403, a commercial towing service
6 shall provide notice to the police department within twelve hours after completing the tow.

7 The notice must include the following:

- 8 1. The license plate number and state of registration,
- 9 2. The location from which the abandoned motor vehicle was towed,
- 10 3. The location to which the abandoned motor vehicle was towed to,
- 11 4. The name, address, and telephone number of the commercial towing service that
12 towed and is storing the abandoned motor vehicle, and
- 13 5. A description of the abandoned motor vehicle, include the make, model, year, and
14 color.

15 D. A commercial towing service that fails to comply with this section may not collect a storage
16 fee and shall return the vehicle to the registered owner at no cost to the owner, lienholder,
17 or identifiable secured party.

18 11-0405. - Right of Owner to Reclaim Abandoned Vehicle

19 A. Any owner, secured party, or lienholder of an abandoned motor vehicle has the right to
20 reclaim such vehicle from the police department or contracted towing service taking the
21 vehicle into custody upon payment of all towing and storage charges resulting from the
22 taking of the vehicle into custody within thirty (30) days after the date of the notice required
23 pursuant to § 11-0404.

B. Storage charges may not exceed fifty dollars (\$50.00) per day for an abandoned vehicle
that does not exceed twenty thousand registered gross weight pounds.

C. This section also applies to emergency towing.

11-0406. - Disposal of Motor Vehicle - Disposition of Proceeds

A. For any abandoned motor vehicle valued at more than one thousand dollars taken into
custody by the police department or contracted towing service and not reclaimed under §
11-0405, the license plates displayed on the abandoned motor vehicle must be removed
and destroyed and thereafter the police department may:

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1. Sell the abandoned motor vehicle to the highest bidder at public auction or sale following reasonable published notice. The purchaser must be given a receipt in a form prescribed by the Department of Transportation which shall entitle the purchaser to register the vehicle and receive a certificate of title, free and clear of all liens and claims of ownership; or
2. Obtain a release from the department of transportation which is sufficient title to dispose of the vehicle by a permitted scrap iron processor.
3. The sale of the vehicle may be postponed or discontinued by public announcement at the time of the sale when there are no bidders, or when the amount offered is grossly inadequate, or for other reasonable cause. The City may become a purchaser of any or all property at such sale.

11-0407. - Disposal of Abandoned Motor Vehicles not Sold

When no bid has been received for an abandoned motor vehicle, the police department may dispose of the abandoned motor vehicle in accordance with North Dakota Century Code § 23.1-15-08.

11-0408. - Impounded Personal Property- When Held and Sold

- A. Any personal property located in an impounded motor vehicle shall be held and inventoried in accordance by the police department or contracted towing service in accordance with the department's written policies and procedures.
- B. Any personal property with apparent value of utility will be stored for 60 days as required by Fargo Municipal Code § 28-0101.
- C. Any personal property that remains unclaimed for 60 days may be disposed of in accordance with Fargo Municipal Code § 28-0101.

11-0409. - Impounded Trailers- When Held and Sold

Any trailers that are in violation of any ordinance of the city or any law of the state of North Dakota, or which constitutes an obstruction, hazard, or detriment to public traffic, snow-removal operations, public safety, or public health or morals, or which may be damaged, disabled or otherwise involved in an accident or in the commission of any violation of any ordinance of the city or any law of the state or any trailer abandoned or unclaimed within the city is hereby declared to be a nuisance and shall be abated in the same manner as abandoned motor vehicles provided in this article.

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11-0410. - Report to City Auditor—Disposition of Proceeds.

Within 30 days after sale as provided for in Article 11-04 of this article, the police department, or a contractor designated to act on its behalf, shall make out, in writing, and file with the city auditor a full report of such sale specifying the property sold, the amount received therefor, the amount of costs and expenses, and the disposition made by him of the proceeds of the sale. The proceeds arising from such sale must be held for a period of ninety (90) days for the owner of the vehicle or entitled lienholder and then be delivered to the administrator of the state abandoned property office.

Section 2. Effective Date

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

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ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTIONS 21-0601, 21-0602, 21-0603, 21-0604 AND
2 ENACTING SECTIONS 21-0601.1 AND 21-0605 OF ARTICLE 21-06 OF CHAPTER 21 OF
3 THE FARGO MUNICIPAL CODE RELATING TO FLOOD PLAIN MANAGEMENT

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 21-0601 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby
17 amended to read as follows:

18 **21-0601. Definitions.**

- 19 1. "Area of jurisdiction" shall mean the area within the corporate limits of the city, the area
20 which is served by the city of Fargo utilities, and any area in which the city has statutory
21 planning and zoning authority.
22 2. "Area of special flood hazard" means the land in the floodplain within a community
23 subject to a 1% or greater chance of flooding in any given year.

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- 1 3. "Base flood" means the flood having a 1% chance of being equaled or exceeded in any
2 given year.
- 3 4. "Base Flood Elevation" (BFE) means the height of the base flood or 100-year flood
4 usually in feet, measured in the same datum (either NAVD88 or NGVD29) as the FIRM.
- 5 5. "Basement" means any area of the building having its floor subgrade (below ground) on
6 all sides.
- 7 6. "Best Available Information" (BAI) means water elevation information from any source
8 used to estimate or determine a base flood elevation (i.e. high water mark).
- 9 7. "Community" means any political subdivision that has the authority to zone, or any Indian
10 tribe or authorized tribal organization, which has authority to adopt and enforce flood plain
11 management regulations for the areas within its jurisdiction.
- 12 8. "Conveyance or hydraulic conveyance" means a geometric characteristic of a river or
13 watercourse at a given point that determines the flow-carrying capacity at that point.
- 14 49. "Development" means any man-made change to improved or unimproved real estate,
15 including but not limited to, buildings or other structures, mining, dredging, filling,
16 grading, paving, excavation or drilling operations located within the area of special flood
17 hazard.
- 18 §10. "Elevation" shall mean height, above mean sea level, measured in feet.
- 19 11. "Existing Manufactured Home Park or Subdivision" means a manufactured home park or
20 subdivision for which the construction of facilities for servicing the lots on which the
21 manufactured homes are to be affixed (including, at a minimum, the installation of utilities,
22 the construction of streets, and either final site grading or the pouring of concrete pads) is
23 completed before the effective date of the floodplain management regulations adopted by
a community.
12. Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation
of additional sites by the construction of facilities for servicing the lots on which the
manufacturing homes are to be affixed (including the installation of utilities, he
construction of streets, and either final site grading or the pouring of concrete pads).

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1 613. "FEMA" shall mean the Federal Emergency Management Agency.

2 7.14 "Flood" or "flooding" means a general and temporary condition of partial or complete
3 inundation of normally dry land areas from:

4 a. The overflow of inland waters and/or

5 b. The unusual and rapid accumulation or runoff of surface waters from any source.

6 815. "FIRM" means the Flood Insurance Rate Map which is the official map on which
7 FEMA has delineated both the areas of special flood hazard and the risk premium zones
8 applicable to the community.

9 916. "Flood Insurance Study" means the official report provided by FEMA that includes
10 flood profiles, the Flood Boundary - Floodway Map, and the water surface elevation of
11 the base flood.

12 107. "Floodproofing" means any combination of structural and nonstructural additions,
13 changes or adjustments to properties and structures which reduce or eliminate flood
14 damage to lands, water and sanitary facilities, structures and contents of buildings.

15 148. "Floodproofing Code" means the revised Floodproofing Code of the City of Fargo,
16 North Dakota, as prepared by Moore Engineering, Inc., and dated December 9, 1975, as
17 clarified by the Floodproofing Construction Requirements, together with illustrative
18 exhibits as adopted by the board of city commission., adopted by the city effective as of
19 ~~the date of adoption of this ordinance.~~

20 129. "Floodway" means the channel of a river or other watercourse and the adjacent land
21 areas that must be reserved in order to discharge the base flood without cumulatively
22 increasing the water surface elevation more than 0.75 feet.

23 20. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to
 construction next to the proposed walls of a structure.

 4321. "Lowest floor" means the lowest floor of the lowest enclosed area (including
 basement). An unfinished or flood resistant enclosure, usable solely for parking of
 vehicles, building access or storage, in an area other than a basement area, is not
 considered a building's lowest floor, provided that such enclosure is not built so as to

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render the structure in violation of the applicable non-elevation design requirements of this ordinance.

~~1422.~~ "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. This term also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

~~1523.~~ "Manufactured home park" or "subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale and shall include mobile home parks as defined in § 25-2401 of the Fargo Municipal Code.

~~1624.~~ "New construction" means structures for which the start of construction occurred on or after the effective date of this ordinance.

25. "New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

26. "Person" means any person, firm, partnership, association, corporation, limited liability company, agency, or any other private or governmental organization, which includes any agency of the United States, a state agency, or any political subdivision of the state.

27. "Reasonably safe from flooding" means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

28. "Recreational vehicle" means a vehicle which is:

(a) built on a single chassis;

(b) 400 square feet or less when measured at the largest horizontal projection;

(c) designed to be self-propelled or permanently towable by a light duty truck;

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(d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to;
(e) travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

29. "Special Flood Hazard Area" (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year

~~17~~30. "Start of construction" means the date the building permit was issued for any construction or substantial improvement, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

~~18~~31. "Structure" means a walled and roofed building or manufactured home that is principally above ground.

~~19~~32. "Substantial improvement" means any single repair, combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure taking place during a period of five consecutive years beginning in 2015, the cumulative cost of which equals or exceeds 50% of the market value of the structure either:

- a. Before the improvement or repair is started, or
- b. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other

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structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term "substantial improvement" does not include:

- a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure living conditions, or
- b. Any alteration of a structure listed on the National Register of Historic Places or a state or local inventory or register of historic places.

33. "Watercourse" means only the channel and banks of an identifiable watercourse, and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in N.D.C.C. § 61-01-06 is not applicable in this ordinance.

~~20~~34. "Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

35. "Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community's floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

Section 2. Enactment.

Section 21-0601.1 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby enacted to read as follows:

21-0601.1-Statutory Authorization, Findings of Fact, Purpose, and Objectives

A1.1 Statutory Authorization.

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The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters 40-47, 11-33 and 58-03 delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the board of city commissioners of the city of Fargo hereby adopt such regulations, and does hereby ordain as follows:

B1.2 Findings of Fact.

1(1) The flood hazard areas of City of Fargo are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.

2(2) Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

C1.3 Statement of Purpose.

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

1.(1) To protect human life and health;

2.(2) To minimize expenditure of public money for costly flood control projects;

3.(3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4.(4) To minimize prolonged business interruptions;

5.(5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in special flood hazard areas;

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6.(6) To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize future flood blight areas;

7.(7) To ensure that potential buyers are notified that property is in a special flood hazard area; and

8.(8) To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

D1.4 Methods of Reducing Flood Losses

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1(1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

2(2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3(3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

4(4) Controlling filling, grading, dredging, and other development which may increase flood damage; and,

5(5) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

Section 3. Amendment.

Section 21-0602 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

21-0602. General Provisions.

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- 1 A. Applicability—This ordinance shall apply to all areas of special flood hazard within
2 the area of jurisdiction of the city.
- 3 B. Identification of affected area—The areas of special flood hazard identified by FEMA
4 in ~~the most recent~~ the Flood Insurance Study for Cass County, the City of Fargo, North
5 Dakota, All Jurisdictions, with the accompanying FIRM dated January 15, 2015 and
6 September 5, 2025, is hereby adopted by reference and declared to be a part of this
7 ordinance. The Flood Insurance Study and FIRM are on file at the office of the city
8 engineer in Fargo, North Dakota.
- 9 C. Compliance—No structure or land shall hereafter be constructed, located, extended,
10 converted or altered without full compliance with the terms of this ordinance and other
11 applicable regulations.
- 12 D. Abrogation and greater restrictions—This ordinance is not intended to repeal, abrogate,
13 or impair any existing easements, covenants, or deed restrictions. However, where this
14 ordinance, ~~and another ordinance~~, the Floodproofing Code, easements, covenants, or
15 deed restrictions conflict or overlap, whichever imposes the more stringent restrictions
16 shall prevail.
- 17 E. Interpretation—In the interpretation and application of this ordinance, all provisions
18 shall be:
- 19 1. Considered as minimum requirements;
20 2. Liberally construed in favor of the governing body; and,
21 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- 22 F. Warning and disclaimer of liability—The degree of flood protection required by this
23 ordinance is considered reasonable for regulatory purposes and is based on scientific
and engineering considerations. Larger floods can and will occur on rare occasions.
Flood heights may be increased by man-made or natural causes. This ordinance does
not imply that land outside the areas of special flood hazard or uses permitted within
such area will be free from flooding or flood damages. This ordinance shall not create
liability on the part of the city of Fargo, any officer or employee thereof, or FEMA for
any flood damages that result from reliance on this ordinance or any administrative
decision lawfully made thereunder.

Section 4. Amendment.

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Section 21-0603 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

21-0603. Administration.

- A. Development Permit—Permit required—A building-development permit shall be obtained before construction or development begins within any area of special flood hazard. Application for such building-development permit shall be made on forms furnished by the building inspector and shall include, but not be limited to, the following:
1. Plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question;
 2. Existing or proposed structures, fill, storage of materials, and drainage facilities;
 3. Elevation of the lowest floor of all structures;
 4. Elevation to which any structure has been floodproofed;
 5. Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in § 21-0604 of this article; and,
 6. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

A building permit issued for a structure to be constructed within the SFHA shall serve as the required development permit.

- B. Building Inspector—The building inspector or designee is hereby appointed to administer and implement this ordinance by granting or denying building-development permit applications in accordance with the provisions of this article. The duties of the building inspector shall include, but not be limited to, the following:
1. Review all applications for building-development permits to determine that the

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1 permit requirements of this ordinance have been satisfied.

2 2. Review all applications for building development permits to determine that all
3 necessary permits have been obtained from federal, state, or local governmental
4 agencies from which prior approval is required.

5 3. Review all applications for building development permits to determine if the
6 proposed structure or development is located in the floodway. If located in the
7 floodway, assure that the encroachment provisions of § 21-0604 are met.

8 4. Review permit applications and proposed improvements to determine whether
9 any improvement or repair of a building constitutes a substantial improvement
10 and issue a written conclusion to the owner or applicant.

11 a. Determining substantial improvement. The building inspector shall make a
12 determination based on the current market value of a structure, taking into
13 account the cumulative cost of an improvement or repair taking place
14 during a period of five consecutive years beginning in 2015.

15 b. Determining current market value. Unless the owner provides the building
16 inspector with a current market value assessment completed by a licensed
17 assessor, the building inspector shall determine market value based on the
18 current assessed value by the assessor's department either before the start
19 of construction or before the damage occurred. If buildings have not been
20 maintained and have deteriorated over time, current market value is based
21 on the date of the application for the permit to improve or repair the
22 building.

23 5. Track the cost of repairs and improvements for the purpose of making substantial
improvement determinations.

C. Use of Other Data—When base flood elevation data has not been provided in
accordance with § 21-0602 of this article, the building inspector shall obtain, review,
and reasonably utilize any base flood elevation and floodway data available from any
federal, state or other source to establish criteria for requiring that new construction,
substantial improvements, or other development in Zone A are constructed in
accordance with § 21-0604 of this article.

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1 D. Maintenance of information—

- 2 1. The building inspector shall obtain and record the elevation of the lowest floor of
3 all new or substantially improved structures; and whether or not the structure
4 contains a basement.
- 5 2. For all new or substantially improved floodproofed structures, the building
6 inspector shall:
- 7 a. Verify and record the actual elevation to which the structure has been
8 floodproofed.
- 9 b. Maintain the floodproofing certifications of registered professional
10 engineers or architects as hereinabove provided.
- 11 c. Maintain for public inspection, all records pertaining to the provisions of
12 this ordinance.

13 E. Alteration of watercourses—

- 14 1. The building inspector shall notify adjacent communities and the North Dakota State
15 Department of Water Commission Resources prior to any alteration or relocation of a
16 watercourse, and submit evidence of such notification to FEMA.
- 17 2. Require that maintenance is provided within the altered or relocated portion of said
18 watercourse so that the flood-carrying capacity is not diminished.
- 19 3. All buildings or structures in the Minimal Disturbance Zone Setback and the Limited
20 Disturbance Zone Setback shall be erected, constructed, enlarged or altered in
21 conformance with the Watercourse and Setback Restrictions and Exceptions as stated
22 in Municipal Code §20-0508.

23 F. FIRM Boundaries—Interpretation—The building inspector shall interpret, when
needed, the exact location of the boundaries of the areas of special flood hazards and
shall make adjustments when necessary to resolve conflicts between mapped
boundaries and actual field conditions. The person contesting the location of any
boundary shall be given a reasonable opportunity to appeal the interpretation of the
building inspector as hereinafter provided.

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1 G. Appeals—Variances—

- 2 1. The board of adjustment shall hear and decide appeals from decisions or
3 determinations made by the building inspector in the enforcement or administration
4 of this article.
- 5 2. The board of adjustment shall consider requests for variances from the requirements
6 of this ordinance.
- 7 3. Any person aggrieved by the decision of the board of adjustment may appeal such
8 decision to the board of city commissioners of the city of Fargo.
- 9 4. Any person aggrieved by the decision of the board of city commissioners may appeal
10 such decision to the North Dakota district court, pursuant to law.
- 11 5. In determining appeals or requests for variances, the board of adjustment shall
12 consider all technical evaluations, all relevant factors, standards specified in other
13 sections of this ordinance, and:
- 14 a. The danger that materials may be swept onto other lands to the injury of others;
- 15 b. The danger to life and property due to flooding or erosion damage;
- 16 c. The susceptibility of the proposed facility and its contents to flood damage and
17 the effect of such damage on the individual owners;
- 18 d. The importance of the services provided by the proposed facility to the
19 community;
- 20 e. The necessity to the facility of a waterfront location, where applicable;
- 21 f. The availability of alternative locations for the proposed use which are not subject
22 to flooding or erosion damage;
- 23 g. The compatibility of the proposed use with the existing and anticipated
development;

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- h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets and bridges.
6. Upon consideration of the foregoing factors and the purpose of this article, the board of adjustment may attach such conditions to the granting of variances as it may deem appropriate and necessary to effectuate the intent of this article.
 7. The building inspector shall maintain the records of all appeal actions, including technical information, and report any variances to FEMA.
- H. Conditions for variances—
1. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base level, providing items (a-k) in subsection (G)(5) above have been fully considered. As the lot size increases beyond the one-half acre, the technical justifications required for issuing the variance increases.
 2. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or any state or local inventory or register of historic places without regard to the procedures set forth in the remainder of this section.
 3. Variances shall not be issued within any designated floodway if any increase in flood

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1 levels during the base flood discharge would result.

2 4. Variances shall be issued only upon a determination that the variance is the minimum
3 necessary, considering the flood hazard, to afford relief.

4 5. Variances shall be issued only upon:

- 5 a. A showing of good and sufficient cause;
6 b. A determination that failure to grant the variance would result in exceptional
7 hardship to the applicant; and
8 c. A determination that the granting of a variance will not result in increased flood
9 heights, additional threats to public safety, extraordinary public expense, create
10 nuisances, cause fraud on or victimization of the public, or conflict with existing
11 local laws or ordinances.

12 6. Any applicant to whom a variance is granted shall be given written notice that the
13 structure will be permitted to be built with a lowest floor below the base flood
14 elevation and that the cost of flood insurance will be commensurate with the
15 increased risk from the reduced lowest floor elevation.

16 Section 5. Amendment.

17 Section 21-0604 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby
18 amended to read as follows:

19 **21-0604. Provisions for flood hazard reduction.**

20 A. General standards—In all areas of special flood hazard, the following standards shall
21 apply:

22 1. Anchoring

23 a. All new construction and substantial improvements shall be anchored to prevent
flotation, collapse, or lateral movement of the structure and shall be capable of
resisting the hydrostatic and hydrodynamic loads.

b. All manufactured homes which are placed or substantially improved must be

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1 elevated and anchored to resist flotation, collapse or lateral movement and shall
2 be capable of resisting the hydrostatic and hydrodynamic loads. Methods of
anchoring shall include, but are not limited to, the following:

- 3 i. Over-the-top ties shall be provided at each of the four corners of the
4 manufactured home, with two additional ties per side at intermediate
5 locations, provided that manufactured homes less than 50 feet long shall
6 have one additional tie per side.
- 7 ii. Frame ties shall be provided at each corner of the home with five
8 additional ties per side at intermediate points, provided that manufactured
9 homes less than 50 feet long shall have four additional ties per side;
- 10 iii. All components of the anchoring system shall be capable of carrying a
11 force of 4,800 pounds.

Any additions to a manufactured home shall be similarly anchored.

12 2. Construction materials and methods

- 13 a. All new construction and substantial improvements shall be constructed with
14 materials which are resistant to flood damage.
- 15 b. All new construction and substantial improvements shall be constructed using
16 methods and practices that minimize flood damage.
- 17 c. All new construction and substantial improvements shall be constructed with
18 electrical, heating, ventilation, plumbing, and air conditioning equipment and
19 other service facilities that are designed and/or located so as to prevent water from
20 entering or accumulating within the components during conditions of flooding.

21 3. Utilities

- 22 a. All new and replacement water supply systems shall be designed to minimize or
23 eliminate infiltration of flood waters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or

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1 eliminate infiltration of flood waters into the systems and discharge from the
2 systems into flood waters.

- 3 c. On-site waste disposal systems shall be located to avoid impairment or
4 contamination during flooding.

5 4. Subdivisions

- 6 a. All proposed subdivisions shall be consistent with the need to minimize flood
7 damage.

- 8 b. All subdivisions shall have public utilities and facilities such as sewer, gas,
9 electrical, and water systems located and constructed to minimize flood damage.

- 10 c. All subdivisions shall have adequate drainage provided to reduce exposure to
11 flood damage.

- 12 d. Base flood elevation data shall be provided for proposed subdivisions and other
13 development proposals which contain at least 50 lots or five acres (whichever is
14 less).

15 5. Specific standards—In all areas of special flood hazard where base flood elevation
16 data has been provided as set forth in § 21-0602 or 21-0603, the following provisions
17 are required:

- 18 a. New construction and substantial improvement of any structure shall:

- 19 i. Conform to structural and technical provisions set forth in the
20 floodproofing code.
21 ii. Be constructed in accordance with the Floodproofing Construction
22 Requirements, on file in the Inspections Office of the city of Fargo, North
23 Dakota. A registered professional engineer or architect shall develop
and/or review structural design, specifications, and plans for the
construction, and shall certify that the design methods of construction are
in accordance with accepted standards of practice.

- iii. Have structural components capable of resisting hydrostatic and

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hydrodynamic loads and effects of buoyancy. Fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- A minimum of two openings having a total net area of not less than one square inch per square foot of enclosed area subject to flooding shall be provided;
- The bottom of all openings shall be no higher than one foot above grade.
- Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

6. ~~Manufactured homes which are placed or substantially improved shall be set on a permanent foundation and shall be elevated so that the lowest floor is at or above the base flood elevation and is securely anchored as hereinabove provided.~~

a. (1) Require all manufactured homes placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

b. (2) Require all manufactured homes placed or substantially improved within Zones A 1-30, AH, or AE on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision which has incurred substantial damage, be elevated on a permanent foundation so the lowest floor of the manufactured

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home is elevated one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

c. (3) Require that manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A 1-30, AH, or AE not subject to other requirements of this section be elevated so that either:

(i) the lowest floor of the manufactured home is one foot above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36" in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

7.5.24 Recreational Vehicles.

a. In A1-30, AH, and AE Zones, all recreational vehicles to be placed on a site must:

(i) be elevated and anchored to meet the requirements in 5.2-3; OR

(ii) be on the site for less than 180 consecutive days; AND

(iii) be fully licensed and highway ready

87. Encroachment Analysis.

a. When a regulatory floodway has not been designated, the Floodplain Administrator building inspector must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

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b. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

98. Floodways—The following provisions shall apply to any development or construction in the floodway:

- a. Any development or construction is prohibited unless a registered professional engineer certifies that such development or construction shall not result in any increase in flood levels during the occurrence of the base flood discharge. Any increase, as used in this section, means any modeled impacted greater than 0.0 feet.
- b. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
- c. Under the provisions of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

Section 6. Enactment. Section 21-0605 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby enacted to read as follows:

21-0605. 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. Each day such violation continues shall be considered a separate offense.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 7. 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 and Final Passage:
Publication:

3

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5464
PERTAINING TO ZONING OF THE PINES AT THE DISTRICT SEVENTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, at its regular meeting of February 3, 2025, the Board of City Commissioners approved second reading and final passage of Fargo Municipal Ordinance No. 5464, which memorialized and effected a rezoning of certain property described as The Pines at the District Seventh Addition to the city of Fargo, Cass County, North Dakota; and

WHEREAS, a clerical error was later discovered in which the individual lot designations for the rezoning were inadvertently omitted from the Ordinance; and,

WHEREAS, by this Ordinance, the Board of City Commissioners desires to correct the lot designations to accurately reflect those as discussed and approved by the Board at the January 21, 2025, hearing.

NOW, THEREFORE,

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

Section 1. The following described property:

All of Lots One (1) and Two (2), Block One (1) of The Pines at the District Seventh Addition to the City of Fargo, Cass County, North Dakota,

that is are currently zoned "LC", Limited Commercial, District, with an existing "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5422, is will hereby retain the base zoning of rezoned to "LC", Limited Commercial, District, and "MR-3", Multi Dwelling Residential, District, repealing said "C-O", Conditional Overlay, District, and establishing a new "C-O", Conditional Overlay, District as follows:

* * * *

OFFICE OF THE CITY ATTORNEY
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Section 2. The following described property:

Lot Three (3), Block One (1) of The Pines at the District Seventh Addition to the City of Fargo, Cass County, North Dakota,

that is currently zoned "LC", Limited Commercial, District, with an existing "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5422, is hereby rezoned to "MR-3", Multi-Dwelling Residential, District, repealing said "C-O", Conditional Overlay, District, and establishing a new "C-O", Conditional Overlay, District as follows:

1. Description: This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding development within the described property.
 - a. All buildings shall have architectural interest and variety through the use of articulated façades to avoid the effect of a single, long or massive wall.
 - b. Four-sided design – all building facades shall be designed with a similar level of design detail, respective to building massing and building materials.
2. All primary buildings shall be constructed or clad with materials that are durable, economically maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal-cladding similar to 'Aluco Bond', 'MAC', 'Pac-Clad', and synthetic panels similar to 'Trespa' and 'Nichiha'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with a wood look may be used. Horizontal lap siding and vertical board & batten shall be allowed on residential structures but shall not exceed 75% of the building elevation for residential.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.
4. All building facades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the

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length of the facade, and extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated facade would emphasize elements on the face of a wall including change in setback, materials, roof pitch or height.

5. Ground floor façades that front public right-of-way shall have arcades, windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length for commercial and 30 percent of their horizontal length for residential. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. The total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.
7. No accessory structures shall be allowed between the primary structure and the front or street side property line or in the front of the building.
8. Individual accessory structures shall have a maximum length of 140 feet.
9. A minimum of 40 percent of the primary building footprint shall be designated for parking integrated into the structure for residential.
10. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other structures. All ground level HVAC units and utility boxes shall be screened from view by a structure, wall, fence, or landscaping.
11. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right-of-way or residentially zoned property the metal gate shall not be required.
12. Separate vehicular and pedestrian circulation systems shall be provided. An onsite system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

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- a. The primary entrance or entrances to each commercial building, including pad site buildings.
 - b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
 - c. Parking areas or structures that serve such primary buildings.
 - d. Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
 - e. Any public sidewalk system along the perimeter streets adjacent to the commercial development.
 - f. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.
13. A minimum of 5% of the internal surface area of the parking lot shall be landscaped with plantings. The cumulative open space (green space) of each property shall consist of at least 10% of the total property acreage.
14. As to the Use Categories applicable to the base, "LC", zoning district, the following uses are prohibited.
- a. Detention Facilities
 - b. Self-Service Storage
 - c. Adult Establishment
 - d. Off-Premise Advertising
 - e. Portable Signs
 - f. Vehicle Repair
 - g. Industrial Uses
15. Definitions:
- a. Façade: Any exterior side of a building as viewed from a single direction, typically perpendicular to the exterior side of the building being viewed.
 - b. Depth: A horizontal distance perpendicular to a building façade.
 - c. Elevation: A horizontal orthographic projection of a building onto a vertical plane, parallel to one side of the building.
 - d. Landscaped: To make an area of land more attractive by adding plants.

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1 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his
2 office so as to conform with and carry out the provisions of this ordinance.

3 Section 4. This ordinance shall be in full force and effect from and after its passage
4 and approval.

5
6
7 (SEAL)

Timothy J. Mahoney, M.D., Mayor

8 Attest:

9
10 _____
11 Steve Sprague, City Auditor

First Reading:
Second Reading
Final Passage:

4a

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 8-1322 OF ARTICLE 8-13
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO TRAFFICE CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Section 8-1322 of Article 8-13 of Chapter 8 of the Fargo Municipal Code is hereby enacted as follows:

8-1322. – Motor vehicle owner's responsibility regarding a driver who flees a peace officer – Exceptions.

1. The owner of a motor vehicle involved in a violation of North Dakota Century Code § 39-10-71 is presumed to have violated this section.
2. A peace officer may proceed in accordance with this section instead of pursuing the driver of a motor vehicle who flees or attempts to elude the peace officer after being given a visual or audible signal to bring the vehicle to a stop in violation of North Dakota Century Code § 39-10-71.
 - a. A peace officer may investigate the violation and prepare a traffic citation under this section.

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- b. A peace officer may issue a traffic citation under this section in accordance with the North Dakota Rules of Civil Procedure to the motor vehicle owner within ninety-six (96) hours after observing the violation.

3. A motor vehicle owner may not be found to have violated this section if:

- a. The driver operating the motor vehicle at the time of the violation of North Dakota Century Code § 39-10-71 has been charged with a violation of North Dakota Century Code § 39-10-71.
- b. The motor vehicle was reported stolen before the violation occurred or within a reasonable time after the violation occurred.
- c. The motor vehicle owner assists or cooperates with a peace officer to demonstrate the owner was not the one who operated the motor vehicle at the time and place of the violation of North Dakota Century Code § 39-10-71.
- d. The motor vehicle owner provides information that demonstrates the owner was not the driver of the motor vehicle at the time of the offense.

4. A motor vehicle owner may not be found to have violated this section, and the lessee is presumed to have violated this section, if the motor vehicle owner is a lessor of vehicles and at the time of the violation of North Dakota Century Code § 39-10-71 the motor vehicle was in the possession of a lessee, and the lessor provides a peace officer with the motor vehicle's registration number and the name, address, and operator's license number of the individual renting or leasing the motor vehicle.

5. An individual may not be charged both with violating this section and North Dakota Century Code § 39-10-71 for acts arising out of the same incident or occurrence.

6. This section may not apply to a motor vehicle rental company that rents motor vehicles to customers for a period of ninety (90) days or less.

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ORDINANCE NO. _____

Section 2. Penalty.

A violation of Fargo Municipal Code § 8-1322 shall result in a fine of one hundred dollars (\$100.00) for a first violation, and five hundred dollars (\$500.00) for a second or subsequent violation.

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:

46

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305(C)(7) AND ADDING SECTION 1-0305
(C)(14) 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 include the statutory penalties for fleeing a police officer.

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(C)(7)) 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.

C. Violations of the following ordinances are non-criminal offenses and shall require payment of a fee as follows

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-

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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 8-1322 (Motor vehicle owner's responsibility regarding a driver who flees a peace officer).

Section 2. Amendment.

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

14. For a violation of the following ordinance, a fee of \$500.00.

Section 8-1322 (Motor vehicle owner's responsibility regarding a driver who flees a peace officer- second or subsequent offense).

Section 3. Effective Date.

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

(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:
Publication:

5a

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 8-1006 AND 8-1006.2
OF ARTICLE 8-10 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO PARKING REGULATIONS

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

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

5 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
6 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

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

9 WHEREAS, the city of Fargo seeks to regulate parking in publicly owned or operated
10 parking lots and ramps, as well as time restrictions in certain parking zones.

11 NOW. THEREFORE,

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

13 Section 1. Amendment.

14 Section 8-1006 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby
15 amended as follows:

16 8-1006. Time-limited parking zones.

17 Except as otherwise allowed by a permit issued by the Department of Planning and
18 Development or designee for the Downtown Residential Parking Zone as authorized below, the
19 owner or driver of any motor vehicle of any kind whatsoever shall not cause, permit, or allow
20 such vehicle to be parked or to be re-parked within the same block, or within the same off-street
parking lot or parking ramp owned or operated by the city of Fargo, for a period longer than the
time limit restrictions posted for such area.

21 For purposes of determining a violation of this ordinance, a vehicle shall be considered to
22 have remained parked or to have been re-parked within the same block, lot, or ramp when it is
23

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established by a preponderance of the evidence that the same vehicle has been found parked along either side of the same street or road between two intersecting roads, or has been parked within the same lot or ramp at any time within a four hour period, regardless of any evidence that the vehicle was moved between the time it was initially parked and later re-parked. Each 10-, 15-, 30-, 60-, 90-, 120-minute or other time-limited period during which a vehicle is parked shall constitute a separate and additional violation of this section.

The ~~Parking Commission~~ City Engineer shall post the time-limited parking zones on city streets, except for time-zones located on the campus of North Dakota State University in which case the University shall post the time-limited parking zones. The ~~Parking Commission~~ City Engineer is hereby authorized to establish and post time-limited parking zones in publicly owned or operated parking lots or ramps. Time-limited parking zones in publicly operated lots and ramps shall be approved by resolution by the board of commissioners. The police department or its designee shall enforce such time zone restrictions in areas which are so posted.

The ~~Parking Commission~~ City Engineer, if in its judgment traffic conditions so warrant it, may extend, change, or adjust the parking zones designated herein, provided said extension, changes, or adjustments are posted or marked.

The Department of Planning and Development or designee shall be authorized to issue a permit to residents of the Downtown Residential Parking Zone in accordance with an approved program as adopted by resolution of the board of city commissioners.

~~Decisions of the Parking Commission are subject to review and confirmation or approval by the board of city commissioners by request of any interested person submitted in writing to the director of planning and development within ten days of such decision.~~

Section 2. Amendment.

Section 8-1006.2 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-1006.2 Permit only parking zones in publicly operated lots and ramps.

No person shall stop, stand, or park a vehicle in any space located within a parking lot or ramp owned or operated by the city of Fargo which is designated as a permit-only space, unless the vehicle has a valid permit that has been issued by the department of planning and development or designee.

The ~~Parking Commission~~ Planning and Development Director is hereby authorized to establish permit-only parking zones located in off-street parking lots or ramps owned or operated by the city of Fargo. The fees for such a parking permit shall be approved by resolution of the board of commissioners.

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Section 3. Penalty.

A person who violates these ordinances shall be deemed to have committed a non-criminal offense and shall pay a fee of \$20.00 as provided in Section 1-0305(C) (13) of the Fargo Municipal Code, as the same may be amended from time to time.

Section 4 . 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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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 8-1025 OF
ARTICLE 8-10 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO PARKING REGULATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Section 8-1025 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby repealed in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

5c

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTIONS 18-0505
18-0506, 18-0507, 18-0508, 18-0509, 18-0510, 18-0511, 18-0512 AND
18-0513 OF ARTICLE 18-05 OF CHAPTER 18 OF THE FARGO
MUNICIPAL CODE RELATING TO PUBLIC WAYS AND PLACES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal-City hall/auditorium commission-Composition of commission-Number of Members-Qualifications

Section 18-0505 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Repeal-City hall/auditorium commission-Terms of office of members-Serve without compensation

Section 18-0506 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Repeal-City hall/auditorium commission-Removal from office-Filling vacancies in office

Section 18-0507 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 4. Repeal-City hall/auditorium commission-Officers and employees of commission-Compensation

Section 18-0508 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 5. Repeal-City hall/auditorium commission-Meetings of commission-Rules of procedure-Records-Quorum for transacting business

Section 18-0509 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 6. Repeal-City hall/auditorium commission-Powers and duties of commission

Section 18-0510 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 7. Repeal-City hall/auditorium commission-Monies received by commission-Report-Payment to city treasury

Section 18-0511 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 8. Repeal-City hall/auditorium commission-Estimate of expenses for ensuing fiscal year-Reports

Section 18-0512 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 9. Repeal-Possession, use or consumption of intoxicating liquor unlawful

Section 18-0513 of Article 18-05 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 10. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

69

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTIONS 10-0322 AND 10-0322.1,
2 OF ARTICLE 10-03, OF CHAPTER 10, OF THE FARGO MUNICIPAL CODE
3 RELATING TO HARASSMENT AND HARASSMENT – HATE CRIME

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. amendment.

16 Section 10-0322, of Article 10-03, of Chapter 10, of the Fargo Municipal Code, is amended
17 as follows:

18 10-0322. - Harassment.

19 A. A person is guilty of an offense if, with intent to frighten or harass another, ~~he~~
20 the person:

21 1. Makes a telephone call anonymously or in offensively coarse language;
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. Makes repeated telephone calls or other electronic communication, whether or not a conversation ensues, with no purpose of legitimate communication;
~~or~~
3. Communicates a falsehood in writing or by electronic communication and causes mental anguish; ~~or~~
4. Uses a robot to engage in offensive conduct with no legitimate purpose.

B. Any offense defined herein and committed by use of electronic communication may be deemed to have been committed at either the place at which the electronic communication was made, or at the place where the electronic communication was received.

C. Any offense defined herein is deemed communicated in writing if it is transmitted electronically, by electronic mail, facsimile, or other similar means. Electronic communication means transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo-electronic, or photo-optical system.

D. As used in this section "robot" means an artificial object or system that senses, processes, and acts using technology, including the associated elements, communication links, and artificial intelligence. The term includes remotely piloted aircraft.

Section 2. amendment.

Section 10-0322.1, of Article 10-03, of Chapter 10, of the Fargo Municipal Code, is amended as follows:

10-0322.1. – Harassment – Hate Crime.

A. A person is guilty of an offense if, with intent to frighten or harass another, ~~he~~ the person:

1. Makes a telephone call anonymously or in offensively coarse language;
2. Makes repeated telephone calls or other electronic communication, whether or not a conversation ensues, with no purpose of legitimate communication;
~~or~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 3. Communicates a falsehood in writing or by electronic communication and
2 causes mental anguish; or
3 4. Uses a robot to engage in offensive conduct with no legitimate purpose.

4 B. Any offense defined herein and committed by use of electronic communication
5 may be deemed to have been committed at either the place at which the
6 electronic communication was made, or at the place where the electronic
7 communication was received.

8 C. Any offense defined herein is deemed communicated in writing if it is
9 transmitted electronically, by electronic mail, facsimile, or other similar means.
10 Electronic communication means transfer of signs, signals, writing, images,
11 sounds, data, or intelligence of any nature transmitted in whole or in part by a
12 wire, radio, electromagnetic, photo-electronic, or photo-optical system.

13 D. Commits an offense in violation of subdivision A (1), (2), or (3) in whole or in
14 part because of the actual or perceived race, color, religion, gender, disability,
15 sexual orientation, gender identity, national origin, or ancestry of the victim.

16 E. As used in this section "robot" means an artificial object or system that senses,
17 processes, and acts using technology, including the associated elements,
18 communication links, and artificial intelligence. The term includes remotely
19 piloted aircraft.

20 Section 3. Penalty.

21 A person who violates section 10-0322 or 10-0322.1 of the Fargo Municipal Code shall be
22 deemed to have committed a Class B Misdemeanor and shall be punished as provided in
23 Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

66

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 10-0103, OF ARTICLE 10-01,
2 OF CHAPTER 10, OF THE FARGO MUNICIPAL CODE
3 RELATING TO SALE OF TOBACCO TO INDIVIDUALS UNDER TWENTY-ONE
4 (21) YEARS OF AGE AND USE AND POSSESSION BY INDIVIDUALS UNDER 21
5 YEARS OF AGE PROHIBITED

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

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

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

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

15 NOW, THEREFORE,

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

17 Section 1. amendment.

18 Section 10-0103, of Article 10-0103, of Chapter 10, of the Fargo Municipal Code, is
19 amended as follows:

20 10-0103. - Sale of tobacco to individuals under twenty-one (21) years of age and use and
21 possession by individuals under 21 years of age prohibited.

22 A. For purposes of this section the definitions in 10-1001 shall apply.
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 B. No person shall sell or furnish to an individual under 21 years of age, or procure
2 for an individual under 21 years of age, cigarettes, including clove cigarettes,
3 cigarette papers, cigars, e-cigarettes, snuff, or tobacco products in any other form
4 in which it may be utilized for smoking, vaping, or chewing. As used in this section,
"sell" includes dispensing from a vending machine under the control of the vendor.
A person in violation of this subsection shall be guilty of an infraction.
- 5 C. No person under the age of 21 shall sell, possess, purchase, attempt to purchase,
6 smoke, or use cigarettes, including clove cigarettes, cigars, cigarette papers, e-
cigarettes, snuff, or tobacco products in any other form in which it may be utilized
7 for smoking, vaping, or chewing.
- 8 D. An individual fourteen years of age or older, but under eighteen years of age, found
9 to have violated subsection B or C of this section has committed an infraction and
10 must be sent to juvenile court.
- 11 1. Subsections (B) and (C) shall not apply to persons under the age of 21 who
12 purchase or attempt to purchase said tobacco products listed in this subsection
13 while under the direct supervision of the police department, the city health
14 department, or the city attorney's office, for training, education, research, or
15 enforcement purposes.
- 16 2. Subsections (B) and (C) do not apply to an individual under 21 years of age
17 who possesses cigarettes, cigarette papers, cigars, snuff, tobacco in any other
18 form in which it may be used for smoking or chewing, electronic smoking
19 devices, or alternative nicotine products when required in the performance of
20 the individual's duties as an employee, however, in no event shall any sale or
21 other exchange for value with a person under 21 years of age be lawful.
- 22 3. It shall be a defense to subsections (B) and (C) if the individual under 21 years
23 of age possesses or uses tobacco related to a cultural or religious practice;
including, without limitation, the use or possession of tobacco during any
religious or cultural ceremony, however, in no event shall any sale or other
exchange for value with a person under 21 years of age be lawful.
4. Non-criminal violation. A person found to have violated subsection (C) and is
at least ~~14~~ 18 years of age must attend and complete within sixty (60) days of
the date of offense a tobacco education program or cessation class approved by
the Fargo Municipal Court.
5. Payment procedure. Any individual who has been cited for a violation of
subsection (C) must post bond in the amount stated on the citation within
fourteen (14) days of the date of the citation and must also, within said fourteen
(14) day period, notify the Fargo Municipal Court whether he or she requests a
hearing before one of the judges of the Fargo Municipal Court. At such hearing,
the individual who has been cited for a violation of subsection (C) may make a
statement in explanation of that individual's action and the judge may waive,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

reduce, or suspend the fee or bond, or both. If the individual cited elects to forfeit the bond or fails to appear before the Fargo Municipal Court at a time scheduled for a hearing, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court is the same as the fee schedule set forth in subparagraph 4, above. This section does not allow a citing officer to receive the fee or bond.

a. If an individual cited for a violation of subsection (C) requests a hearing on the issue of the commission of the violation cited, the clerk of court will schedule a hearing date no later than 90 days after the citation was issued. If said individual has not already done so, at the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an appearance bond equal to the fee for the violation cited.

b. The failure to post bond or to pay an assessed fee, or attend a tobacco education or tobacco cessation class when required to do so is punishable as contempt of court. Such person adjudged guilty of contempt for failure to pay a fee or fine or to attend a tobacco education class or tobacco cessation class when required to do so may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or attendance at a tobacco education class or tobacco cessation class, to an alternative sentence or a sanction including community service. An individual under 21 years of age may not be imprisoned for the contempt.

6. Burden of proof. The prosecution must prove the commission of a cited violation under subsection (C), above, by a preponderance of the evidence.

~~7. Notice to parent or legal guardian. A law enforcement officer that cites a minor for violation of this section shall mail a notice of the violation to the parent or legal guardian of the minor within ten (10) days of the citation.~~

8. 7. Penalty for contempt. A person adjudged guilty of contempt for failure to pay a fee or fine or to attend a tobacco education class or tobacco cessation class when required to do so may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or attendance at a tobacco cessation class to an alternative sentence or sanction including community service and may require the person to pay an additional fee or fine of up to \$500.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

A person who violates section 10-0103(B) of the Fargo Municipal Code shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

A person who violates section 10-0103(C) of the Fargo Municipal Code shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0610, OF ARTICLE 8-06,
OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE
RELATING TO ROTARY TRAFFIC ISLANDS

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 8-0610, of Article 8-06, of Chapter 8, of the Fargo Municipal Code, is amended as
follows:

8-0610 - Rotary traffic islands.

1. A vehicle passing around a rotary traffic island must be driven only to the right
of such island.
2. After a vehicle enters a rotary traffic island, the vehicle may ~~not~~ exit from any
position within the rotary traffic island without ~~first~~ giving a signal of intention
to exit the rotary traffic island.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

A person who violates section 8-0610 of the Fargo Municipal Code shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 08-0313, OF ARTICLE 08-03, OF
2 CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO
3 CARELESS DRIVING

4 AND

5 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03,
6 OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE, RELATING TO
7 CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

17 NOW, THEREFORE,

18 Be it Ordained by the Board of City Commissioners of the City of Fargo:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

Section 08-0313, of Article 08-03, of Chapter 8, of the Fargo Municipal Code, is amended as follows:

08-0313. - Careless Driving.

An individual ~~No person~~ may not drive a vehicle at a speed greater than is reasonable and prudent under the conditions and having shall drive with regard to the existing actual and potential hazards, ~~then existing. Consistent with the foregoing, every person~~ An individual shall drive at a safe and appropriate speed when approaching and crossing an intersection or railroad grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or highway conditions. An individual ~~Any person~~ who drives a vehicle upon a highway or private or public property open to the public for the operation of motor vehicles ~~without heed to~~ in violation of the requirements or restrictions of this section ~~has committed~~ is guilty of careless driving.

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.

* * *

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

* * *

6. For a violation of the following ordinances, a fee of \$60.00.

Section 8-0301 (failure to have vehicle under control), ~~section 8-0313 (careless driving)~~, section 8-0501 (speed-care required), section 8-0505 (special speed

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 limitation on bridges), section 8-0409 (traffic engineer to establish and design public
2 carrier stops and stands).

3 * * *

4 10. For a violation of the following ordinances, a fee of \$200.00

5 Section 8-0321 (use of a wireless communication device prohibited), section 8-0322
6 (distracted driving), section 8-0313 (careless driving).

7 Section 3. Effective Date.

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

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

13 Attest:

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15 _____
16 Steven Sprague, City Auditor

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18 First Reading:
19 Second Reading and Final Passage:
20 Publication:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 8-0309, OF ARTICLE 8-03,
2 OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE
3 RELATING TO DRIVING WHILE LICENSE SUSPENDED OR REVOKED—
4 IMPOUNDMENT OF LICENSE PLATES

5 AND

6 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03,
7 OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE
8 RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

18 NOW, THEREFORE,

19 Be it Ordained by the Board of City Commissioners of the City of Fargo:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. amendment.

Section 8-0309, of Article 8-03, of Chapter 8, of the Fargo Municipal Code, is amended as follows:

8-0309. - Driving while license suspended or revoked—Impoundment of license plates.

~~It shall be unlawful for any person to drive a vehicle on any public or private way, street, alley, parking lot, or area to which the public has a right of access for vehicular use, within the city, at a time when his privilege to do so is suspended or revoked in any jurisdiction. If the suspension or revocation was imposed for violation of § 39-08-01 of the North Dakota Century Code or equivalent statute or ordinance or was governed by § 39-06-31 or chapter 39-20 of the North Dakota Century Code, the sentence must be at least four consecutive days' imprisonment and such fine as the court deems proper. Upon conviction for violation of this ordinance, the court may, in addition to the imposition of the penalty, order the motor vehicle number plates of the motor vehicle owned by the offender at the time of the offense to be impounded by the chief law enforcement officer of the city for the duration of the period of suspension of the offender's driver's license or driving privileges by the licensing authority. The impounded motor vehicle number plates may be released, upon the order of the court, to a bona fide purchaser of the offender's motor vehicle, if that purchaser produces a new certificate of title issued by the registrar of motor vehicles.~~

It shall be unlawful for any person to drive a vehicle on any public or private way, street, alley, parking lot, or area to which the public has a right of access for vehicular use, within the city, at a time when the driver's privilege to do so is suspended or revoked in any jurisdiction.

If the suspension or revocation was imposed for violation of § 39-08-01 of the North Dakota Century Code or equivalent statute or ordinance or was governed by § 39-06-31 or chapter 39-20 of the North Dakota Century Code, the sentence must be at least four consecutive days' imprisonment and such fine as the court deems proper.

Upon conviction for violation of this ordinance, the court may, in addition to the imposition of the penalty, order the motor vehicle number plates of the motor vehicle owned by the offender at the time of the offense to be impounded by the chief law enforcement officer of the city or designated representative for the duration of the period of suspension of the offender's driver's license or driving privileges by the licensing authority. The impounded

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

motor vehicle number plates may be released, upon the order of the court, to a bona fide purchaser of the offender's motor vehicle, if that purchaser produces a new certificate of title issued by the registrar of motor vehicles.

The municipal Judge may order the destruction of a motor vehicle number plate as permitted in state law.

A court may dismiss a charge under this section upon motion by the defendant if the defendant's operator's license is reinstated within sixty days of the date of the offense and the defendant provides to the court satisfactory evidence of the reinstatement. Alternatively, upon motion, a court may grant a motion to amend a charge under this section to a violation of section 8-0305(B).

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.

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

4. For a violation of the following ordinances a fee of \$40.00.

Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey temporary traffic sign/barrier), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), ~~section 8-0305(B) (current license required)~~, section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control signals), section 8-0407 (flashing signals), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-1010 (motor vehicle left unattended—brakes to be set, engine stopped, and keys removed),

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 section 8-1011 (drive or park on private property), section 8-1018
2 (taking on or discharging passengers), section 8-1111 (vehicle
3 required to stop at railroad crossing), section 8-1201 (following too
4 closely), sections 8-1202 thru 8-1218(D) (general rules of the road),
5 section 8-1220 (overtaking and passing a bicycle), section 8-
6 1301(C) (driving over fire hose), section 8-1301(D) (driving
7 through/around barricade), section 8-1305 (driving vehicle on
8 sidewalk), section 8-1306 (improper backing), 8-1308 (helmet
9 required—operator/passenger), section 8-1309 (number of riders on
10 motorcycle limited), section 8-1310 (clinging to a vehicle or
11 allowing same), section 8-1313 (unlawful riding on vehicle), section
12 8-1315 (unlawful towing), section 8-1316(A) (operating motor
13 vehicle with view obstructed by load/passengers), section 8-1316(B)
14 (passenger obstructing driver's view), section 8-1319 (unlawful
15 operation of motor vehicle private property), section 8-1321 (use of
16 seat belts required), section 8-1804 (driving through school patrols),
17 section 8-1415 (right-of-way emerging from alley or driveway),
18 section 8-1417 (parking restriction).

11 ***

12 9. For a violation of the following ordinance, a fee of \$150.00.

13 Section 11-0814 (littering on private property), section 8-0305(B)
14 (current license required), section 8-0320(A) (driving without
15 liability insurance — first offense).

16 Section 3. Penalty.

17 A person who violates section 8-0309 of the Fargo Municipal Code shall be deemed to
18 have committed a Class B misdemeanor and shall be punished as provided in Section 1-
0301 of the Fargo Municipal Code, as may be amended from time to time.

19 A person who violates section 8-0305(B) of the Fargo Municipal Code shall be deemed to
20 have committed a noncriminal offense and shall be punished as provided in Section 1-0305
21 of the Fargo Municipal Code, as may be amended from time to time.
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE ENACTING SECTION 10-0502, IN ARTICLE 10-05,
2 OF CHAPTER 10, OF THE FARGO MUNICIPAL CODE,
3 TITLED, PROOF OF IDENTIFICATION IN LICENSED PREMISES

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Enactment.

16 Section 10-0502, of Article 10-05, of Chapter 10, of the Fargo Municipal Code, is enacted
17 as follows:

18 10-0502. - Proof of Identification in a licensed premise.

- 19
- 20 1. If a peace officer has reasonable and articulable suspicion that an individual
21 is under the age of twenty - one and is in a licensed premises as prohibited
22 in section 25-1509 of the Fargo Municipal Code, the peace officer may
23 request the individual to furnish a nondriver photo identification card or an
operator's license to verify the individual's age.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. An individual who refuses to provide proof of identification upon request is guilty of an infraction.

3. If an individual charged with an infraction under this section produces a nondriver photo identification card or an operator's license before the final disposition of the infraction establishing the individual was twenty - one years of age or older at the time of the peace officer's request to furnish identification, the prosecuting attorney shall dismiss the infraction against the individual.

Section 2. Penalty.

A person who violates section 10-0502 of the Fargo Municipal Code shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

69

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305, 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;

NOW, THEREFORE,

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

Section 1. 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.

C. Violations of the following ordinances are noncriminal offenses and shall require
payment of a fee as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

5. For a violation of the following ordinances, a fee of \$50.00.

Section 8-0116 (failure to yield to emergency vehicle), section 8-0311 (open container), section 8-0317(B)(2) (exhibition driving), section 8-0801 (immediate notice of accident), section 8-0931 (child restraint devices required), ~~8-1219 (use of motor vehicle)~~, section 10-0311(C) (panhandling within the city of Fargo).

6. For a violation of the following ordinances, a fee of \$60.00.

Section 8-0301 (failure to have vehicle under control), section 8-0313 (careless driving), section 8-0501 (speed-care required), section 8-0505 (special speed limitation on bridges), section 8-0409 (traffic engineer to establish and design public carrier stops and stands).

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).~~

8. For a violation of the following ordinances, a fee of \$120.00.

Section 11-0202 (unnecessary noise prohibited), section 11-0204 (projection of sound unlawful), section 11-0205 (motorized vehicles—excessive noise), section 11-0205 Table 2(D) (motorized vehicles—compression brakes prohibited).

9. For a violation of the following ordinance, a fee of \$150.00.

Section 11-0814 (littering on private property), section 8-0320(A) (driving without liability insurance — first offense).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

10. For a violation of the following ordinance, a fee of \$200.00.

Section 8-0321 (use of a wireless communication device prohibited),
section 8-0322 (distracted driving).

11. For a violation of the following ordinance, a fee of \$250.00.

Section 8-1219 (use of motor vehicle), section 8-1218(F) (unlawful passing
of school bus), section 8-1218(G) (unlawful proceeding past bus in
oncoming lane).

~~11.~~ 12. For a violation of the following ordinance, a fee of \$300.00.

Section 08-0320(A) (driving without liability insurance — second or
subsequent offense in three years).

~~12.~~ 13. For a violation of section 08-0502, a fee established as follows:

~~13.~~ 14. The determination of the fees payable for parking violations described in
articles 8-10, 8-17, and section 9-0705 shall be based upon the vehicle that
is found to be in violation of said article and the owner of the vehicle shall
be responsible for payment of the fees.

Section 2. Penalty.

A person who violates sections 8-1219, 8-1218(F), and 8-1218(G) of the Fargo Municipal
Code shall be deemed to have committed a noncriminal offense and shall be punished as
provided in Section 1-0305 of the Fargo Municipal Code, as may be amended from time
to time.

Section 3. Effective Date.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03,
2 OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE
3 RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS.

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. amendment.

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

18 1-0305. - Classification of ordinance violations.

19 ***

20
21 C. Violations of the following ordinances are noncriminal offenses and shall require
22 payment of a fee as follows:
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~13-14.~~ The determination of the fees payable for parking violations described in articles 8-10, 8-17, and section 9-0705 shall be based upon the vehicle that is found to be in violation of said article and the owner of the vehicle shall be responsible for payment of the fees.

- a. With respect to violations in the central business district, as defined in section 8-0101, for a violation of section 8-1006, and section 8-1009, the fee for such violation shall be \$20.00 for the first violation associated with the vehicle within the prior six-month period, \$20.00 for a second violation within six months of said first violation and \$25.00 for a third violation within six months of the said second violation and \$30.00 for the fourth violation within six months of the said third violation and for every subsequent violation within six months of the next-preceding violation. As to violations of sections 8-1006 and 8-1009, the person issuing the ticket for the parking violation is authorized to waive the fee and, instead, to issue a warning ticket, for the first said violation. At such time as a period of six months or more elapses without a parking ticket for any violation of article 8-10 having been issued for a particular vehicle, the next violation shall be treated as an initial violation.
- b. Violations. With respect to parking violations other than in the central business district, for a violation of sections 8-1001, 8-1002, 8-1004, 8-1005, 8-1006, 8-1006.1, 8-1007, 8-1008, 8-1009, 8-1012, 8-1014 through 8-1024, 8-1026, the fee for such violation shall be \$20.00.
- c. With respect to a parking violation as defined in section 9-0705, the fee for such violation shall be \$20.00.
- d. With respect to a snow emergency route or snow emergency declaration parking violation as defined in section 8-1710, the fee for such violation shall be \$100.00.
- e. With respect to any parking violation, the prescribed fee must be paid within 15 days of the date it is due. The fee shall be due upon the date of issuance of the ticket or, if there is a review of the ticket, upon the date of notification after such review. In the event the prescribed fee on a parking ticket is not paid within said 15 days, the fee shall increase by \$5.00.

ORDINANCE NO. _____

Section 2. Penalty.

Section 3. Effective Date.

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

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

61

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305, 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;

NOW, THEREFORE,

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

Section 1. 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.

C. Violations of the following ordinances are noncriminal offenses and shall
require payment of a fee as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

12.13. For a violation of section 08-0502, a fee established as follows:

SPEED ZONES 55 mph or LESS:	
1— 5 miles over limit	10.00
6— 10 miles over limit	\$10.00 plus \$2.00/each mph over 5 mph over limit
11— 15 miles over limit	\$20.00 plus \$2.00/each mph over 10 mph over limit
16— 20 miles over limit	\$30.00 plus \$4.00/each mph over 15 mph over limit
21— 25 miles over limit	\$50.00 plus \$6.00/each mph over 20 mph over limit
26— 35 miles over limit	\$80.00 plus \$6.00/each mph over 25 mph over limit
36— 45 miles over limit	\$140.00 plus \$6.00/each mph over 35 mph over limit
46+ miles over limit	\$200.00 plus \$10.00/each mph over 45 mph over limit
SPEED ZONES greater than 55 mph:	
1— 10 miles over limit	\$4.00/each mph over limit
11+ miles over limit	\$40.00 plus \$10.00/each mph over 10 mph over limit
SPEED ZONES greater than 65 mph: a fee of ten dollars (\$10.00) for each mile per hour over the limit.	
SPEEDING IN SCHOOL ZONE with children present:	
1— 10 miles over limit	\$80.00
11+ miles over limit	\$80.00 plus \$2.00/each mph over 10 mph over limit
SPEEDING IN CONSTRUCTION ZONE —workers present and posted "Minimum fee \$160.00"	

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1-10 miles over limit	\$160.00
11+ miles over limit	\$160.00 plus \$4.00/each mph over 10 mph over limit

- a. Speed zones 65 miles per hour or less: \$20. or \$3 for each mile per hour over the limit, whichever is greater. An additional fee of \$20 must be assessed for a violation of 16 miles per hour or more over the limit.
- b. Speed zones in excess of 65 miles per hour: \$20. or \$5 for each mile per hour over the limit, whichever is greater. An additional fee of \$20 must be assessed for a violation of 16 miles per hour or more over the limit.
- c. School zone speed limit: \$40 for 1-10 miles per hour over the posted speed; and \$40 plus \$1 for each additional mile per hour over 10 miles per hour over the limit, unless a greater fee would be applicable.
- d. Construction Zone: \$80 for 1-10 miles per hour over the posted limit; and \$80 plus \$2 for each mile per hour over 10 miles per hour over the limit, unless a greater fee would be applicable. The fee in this subsection does not apply to a construction zone unless individuals engaged in construction are present at the time and place of the violation and the posted speed limit sign states "Minimum Fee \$80".

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

7

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

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of certain parcels of land lying in Prairie Crossing Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 3, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 7, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Twenty-One (21), Block Thirteen (13) of Prairie Crossing Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "SR-2", Single-Dwelling Residential, District, to P/I, Public and Institutional, District with a "C-O", Conditional Overlay, District as follows:

1. This Conditional Overlay is intended to limit the uses allowed on the property than otherwise permitted in the P/I, Public and Institutional Zoning district.
2. As to the Use Categories applicable to the base, "P/I", zoning district, the following uses are prohibited:
 - a. Colleges and Universities
 - b. Detention Centers
 - c. Commercial Parking
 - d. Outdoor Recreation and Entertainment
 - e. Industrial Service
 - f. Manufacturing and Production
 - g. Warehouse and Freight Movement

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- h. Waste-related use
- i. Aviation
- j. Surface Transportation
- k. Major Entertainment Events

3. Prohibited Signage. The following sign is prohibited:

- a. Portable Signs; as defined by section 20-1308 of the Land Development Code.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

July 17, 2025

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

RE: Wildlife Management Program Resolution 2025-2026

Dear Mayor and Commissioners,

Enclosed for your review and consideration is the proposed Resolution for the Wildlife Management Program, prepared in accordance with Fargo Municipal Code Article 12-04.

While collaboration with the Fargo Park District and the Sandhills Archery Club (“Sandhills”) will continue as in previous years, this year’s program includes a few structural changes. A letter from Sandhills outlining their proposal for the 2025-2026 season is included in this packet. For your convenience, I have highlighted two key updates below:

1. **Season Structure.** Sandhills has proposed dividing the hunting season into two segments—an “Early Season” and a “Late Season.” Although the overall hunting season dates remain unchanged (September 1, 2025, through January 31, 2026), hunters will be assigned to one of the two segments and may only participate during their designated segment.
2. **Increased Participation.** Under the revised structure, the program will accommodate a larger number of hunters. Sandhills has proposed increasing the total of hunters/permittees from fifty (50) to one hundred (100)—with fifty (50) assigned to each segment.

City staff have reviewed the proposed updates and support the revised program. Based on past participation levels and program administration, staff believe the increased number of hunters remains manageable and will not adversely impact safety, oversight, or overall program effectiveness.

Page 2

Letter to Fargo City Commission – Wildlife Management Program
July 17, 2025

Suggested Motion: I move to approve the Resolution establishing the Wildlife Management Program for 2025-2026, as presented.

Please feel free to contact Michael Redlinger or me if you have any questions, comments, 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

Enclosure

cc: Michael Redlinger
Chief David Zibolski

Dear Commissioners,

This upcoming season will be the 20th consecutive year of the Fargo Wildlife Management Program. The purpose of the program is to keep the urban deer population below nuisance levels within city limits. Since the 2022 season, Sandhills Archery Club has administered the hunt.

This season will be largely unchanged from previous years. One improvement we are suggesting is to split the 5-month long season into two shorter segments, an early season and a late season, while maintaining the same number of licensed hunters for each season at 50. The recommendation to split the season matches the activity of the hunters and will bolster our efforts to maintain consistent hunting pressure, making it more effective and consistent with our stated goals.

Two seasons will also allow us to more closely fulfill the demand for participation in the program. Each coordinator is matched with 9 hunters per season so the communication can be ongoing, clear and effective. As of today, we have a list of 114 people interested in participating in this upcoming season.

The second improvement we are suggesting is the addition of one city-owned property in south Fargo that meets our criteria of being low impact and easily accessible. Please see the attached map.

The coordinators managing this hunt have combined over 100 years of bowhunting experience. We are happy to answer any questions you may have. We look forward to a safe, productive season and many more years of quietly reducing deer vehicle collisions and property damage for Fargo residents.

Thank you for your consideration,

Fargo WMP Volunteers

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule, has adopted and approved City of Fargo Ordinance 12-04, Chapter 12 to establish a City Wildlife Management Program, including such rules and regulations as are necessary to carry out the City Wildlife Management Program; and

WHEREAS, the Board of City Commissioners desires to designate a season for the City's Wildlife Management Program for 2025-2026, to designate areas for inclusion within the 2025-2026 season, and to decide the number of deer which may be taken by each permit holder for the 2025-2026 season.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners hereby designates the numbered Regions as identified in Exhibit A for the City Wildlife Management Program for 2025-2026. The City Wildlife Management Program deer season shall run from September 1, 2025 (upon receipt of permit(s) from the City Auditor) through ½ hour after sunset January 31, 2026. The season shall be divided into two segments: an "Early Season" from September 1, 2025, through October 31, 2025, during which half of the hunters will be assigned, and a "Late Season" from November 1, 2025, through January 31, 2026, during which the remaining hunters will be assigned. Each participant may only hunt during their assigned season. Legal shooting hours shall run concurrent with ND Game & Fish Department regulations (½ hour before sunrise to ½ hour after sunset).

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby authorizes the issuance of no more than one hundred (100) permits to participate in the 2025-2026 City Wildlife Management season, with fifty (50) permits assigned to participate in the "Early Season" and fifty (50) permits assigned to participate in the "Late Season." Each permit holder may secure

the maximum number of ND Game and Fish limit of Deer-Bow Herd Reduction licenses available, as determined by the ND Game and Fish Department.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby requires that all participants in the City Wildlife Management Season secure a Proficiency Certificate or other indicia for the completion of proficiency training, including a written exam pertaining to the rules and regulations of participation, to be offered by the Fargo Park District in conjunction with Sandhills Archery Club. The Fargo Park District or Sandhills Archery Club shall provide evidence of completion of the required Proficiency examination to the city of Fargo Auditor's Office in advance of permit issuance.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby requires that all minors (under 18 years of age) permitted to participate in the City Wildlife Management Season **MUST** be accompanied by an adult who has successfully completed the written portion of the Proficiency program conducted by the Sandhills Archery Club. The adult need not be a permit holder, provided the minor has all necessary licenses and permits required to participate in the City Wildlife Management Program.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby designates the Regions identified on Exhibit A within the city limits of Fargo to be included within the 2025-2026 City Wildlife Management Program and hereby also approves one hundred (100) permits for the designated areas (Fargo Park District Property and City of Fargo property under the control and direction of the Fargo Park District).

The map attached as Exhibits A more specifically identifies the areas where participation in the City Wildlife Management Program may occur. Permits received by the participants are specific to the location designated Region. Hunting is not permitted except in the permit designated locations.

Dated this ____ day of July, 2025.

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

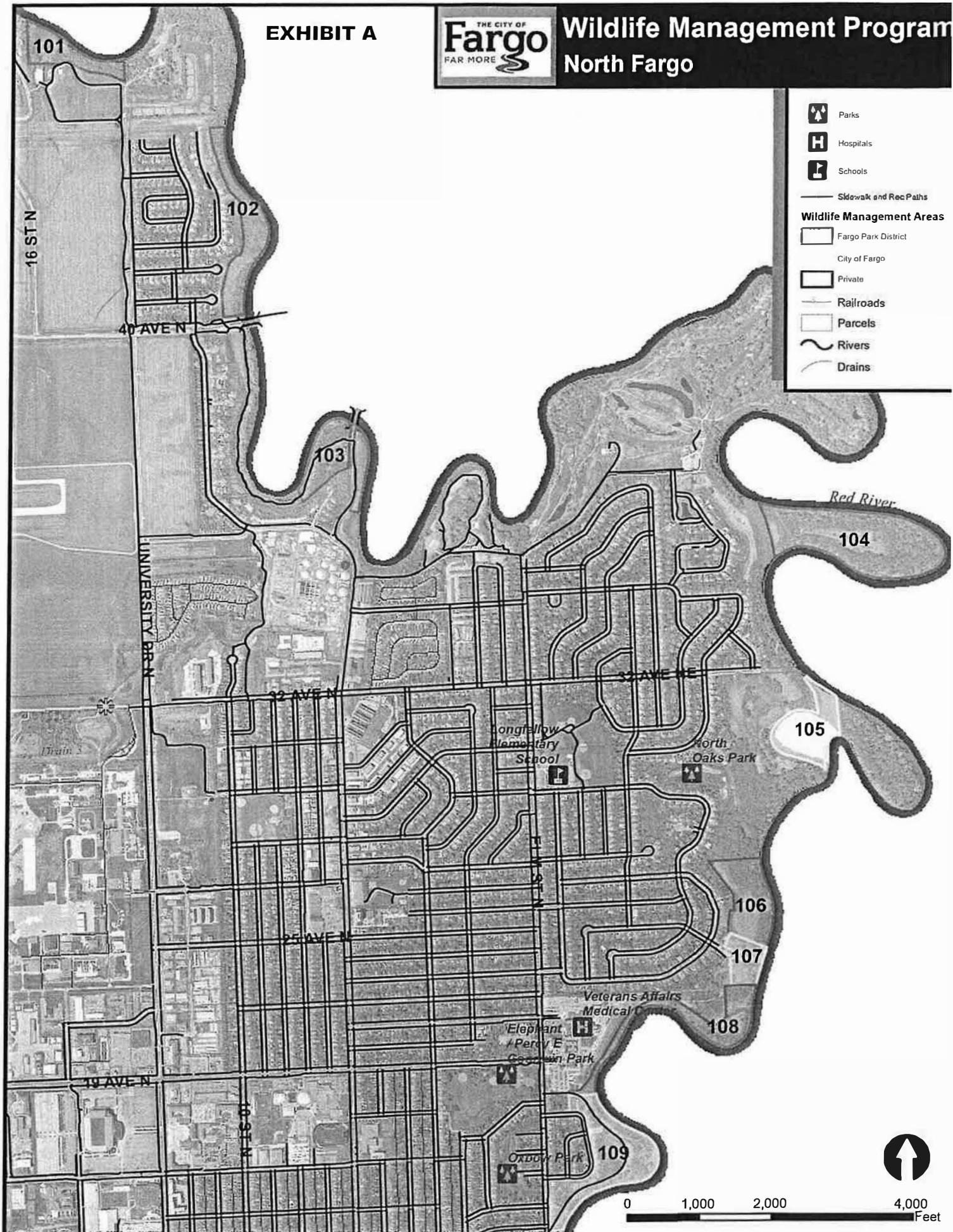
The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution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

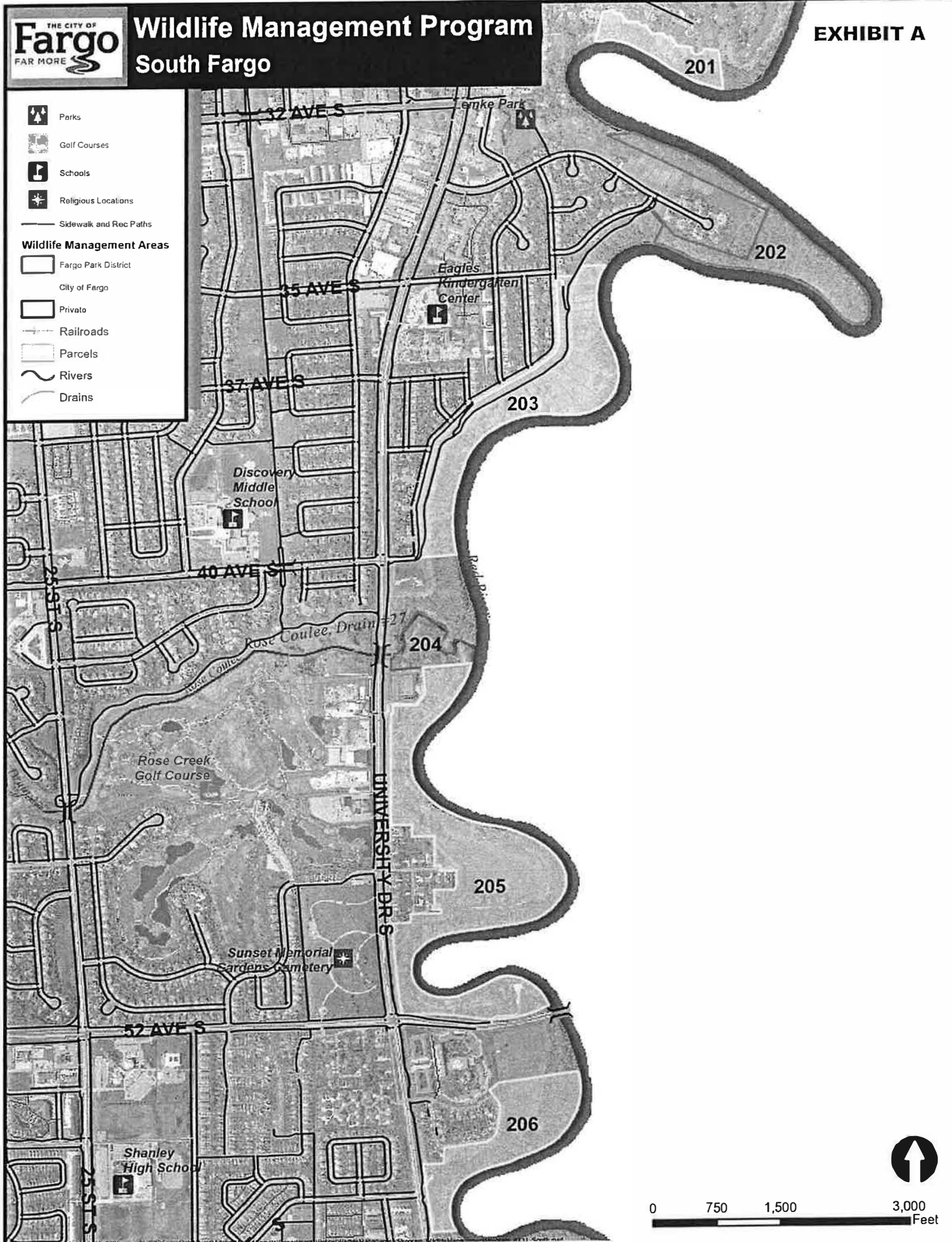
EXHIBIT A



Wildlife Management Program North Fargo

- Parks
- Hospitals
- Schools
- Sidewalk and Rec Paths
- Wildlife Management Areas**
 - Fargo Park District
 - City of Fargo
 - Private
 - Railroads
 - Parcels
 - Rivers
 - Drains





**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

July 17, 2025

9

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

RE: Resolution and Ordinance Concluding Committees

Dear Mayor and Commissioners,

Presented for your consideration and approval is the ordinance repealing the Police Advisory and Oversight Board and the Resolution to conclude the Sustainability and Resiliency Committee. The motion to direct the City Attorney to present the necessary documents to conclude these city formed committees was approved on July 7, 2025.

Suggested Motion: I move to approve the Resolution and adopt the same concluding the Sustainability and Resiliency Committee, effective December 31, 2025. I further move to waive the receipt and filing of the enclosed ordinance one week prior to the first reading and that this be the first reading, by title, of an ordinance repealing Article 5-04 of Chapter 5 of the Fargo Municipal Code relating to the creation of the Fargo Police Advisory and Oversight Board.

Please do not hesitate to contact me if you have any questions regarding the course of action to wrap up these city created committees

Regards,


Nancy J. Morris

NJM/lmw

Enclosures

COMMISSIONER _____ introduced the following resolution and moved its adoption:

Resolution Concluding the Sustainability and Resiliency Committee.

Effective December 31, 2025

WHEREAS, on March 28, 2005, the board of city commissioners created a committee called the Renewable Energy and Conservation Committee (RECC) for the purpose of making recommendations for increasing energy conservation and the use of renewable energy in City operations and facilities; and

WHEREAS, the board of city commissioners approved a motion on December 28, 2020, to reorganize the Renewable Energy and Conservation Committee to the Sustainability and Resiliency Committee; and

WHEREAS, on July 7, 2025, the board of city commissioners approved a motion to direct the City Attorney to take the necessary steps to conclude the Sustainability and Resiliency Committee; and

WHEREAS, the board of city commissioners intends to formally conclude the Sustainability and Resiliency Committee by adopting this Resolution, effective December 31, 2025, and directing that the purpose and duties of the Sustainability and Resiliency Committee be appropriately absorbed by City staff in the normal course of their duties; and

WHEREAS, the board of city commissioners wishes to thank the many volunteers appointed to the Sustainability and Resiliency Committee for their public service.

NOW, THEREFORE, BE IT RESOLVED by the board of city commissioners of the city of Fargo:

The Sustainability and Resiliency Committee created by motion on March 28, 2005, and reconstituted on December 28, 2020, is concluded, effective December 31, 2025, and all members of the Sustainability and Resiliency Committee are released from further involvement with the Sustainability and Resiliency Committee, with the City of Fargo's thanks and genuine appreciation.

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

Dated this ____ day of _____, 2025.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REPEALING ARTICLE 5-04 OF CHAPTER 5 OF
2 THE FARGO MUNICIPAL CODE RELATING TO
3 FARGO POLICE ADVISORY AND OVERSIGHT BOARD

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1- Article 5-04 of Chapter 5 of the Fargo Municipal Code is hereby repealed in its
16 entirety.
17
18
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:



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

10a

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: Eagle Ridge Legacy Fund, Inc. Dates of Activity (Does not include dates for the sales of tickets): July 24, 2025

Organization or Group Contact Person: Abbey Heilig E-mail: ahheilig@eagleridgecompanies.com Telephone Number: 701-936-8095

Business Address: 3280 Veterans Blvd, Ste 303 City: Fargo State: ND ZIP Code: 58104

Mailing Address (if different): _____ City: _____ State: _____ ZIP Code: _____

SITE INFO

Site Name: Eagle Ridge Plaza County: Cass

Site Physical Address: 5601 33rd Ave S City: Fargo State: ND ZIP Code: 58104

Provide the exact date(s) & frequency of each event & type (Ex: Bingo every Friday 10/1-12/31 Raffle - 10/30, 11/30, 12/31, etc.):
50/50 Raffle at single event on July 24, 2025. Tickets may be sold prior to event.

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of total amt collected. No more than \$8K.	\$8,000
Total (limit \$40,000 per year)		\$ 8,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Scholarships

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 1-800-328-9240)
☐ Yes ☒ No

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)?
☒ No ☐ Yes - Total Retail Value: _____ (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: Abbey Heilig Telephone Number: 701-936-8095 E-mail Address: ahheilig@eagleridgecompanies.com

Signature of Organization Group's Permit Organizer: Marketing Director Date: 6/30/2025



Page 99
APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

106

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 <i>El Zagal Shrine Temple</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>Jan - June 2026</i>	
Organization or Group Contact Person <i>Bruce Ridgway</i>	E-mail <i>bruce@ridgwaylawns.com</i>	Telephone Number <i>701-429-0547</i>	
Business Address <i>1429 3 St. N.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>El Zagal Shrine Temple</i>		County <i>Cass</i>	
Site Physical Address <i>1429 3 St. N.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>

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.)

\$25/day, \$300 - 3rd Tuesday each month, \$100 each Sunday

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

Game Type	Description of Prize		Exact Retail Value of Prize
Calendar Raffle	\$ 25/day	181-days	4525.00
	\$ 100/Sunday	26-days	2600.00
	\$ 300/Tuesday	6-days	1800.00
		Total (limit \$40,000 per year)	\$ 8925.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>temple auctions & admin of transportation funds</i>	
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 <i>Bruce Ridgway</i>	Telephone Number <i>701-212-8827</i>	E-mail Address <i>bruce@ridgwaylawns.com</i>
Signature of Organization Group's Permit Organizer <i>Bruce Ridgway</i>	Title <i>Chief Executive</i>	Date <i>7/16/25</i>



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

✓
10c

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

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

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

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity (Does not include dates for the sales of tickets)	
Fargo South High School		9/5/25 - 5/15/26	
Organization or Group Contact Person	E-mail	Telephone Number	
Kris Haphey	hapheyk@fargo.k12.nd.us	701-446-2022	
Business Address	City	State	ZIP Code
1840 15th Ave S	Fargo	ND	58103
Mailing Address (If different)	City	State	ZIP Code

SITE INFO

Site Name		County	
Fargo South High School		Cass	
Site Physical Address	City	State	ZIP Code
1840 15th Ave S	Fargo	ND	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.)			
See attached			

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 money collected	3,000.00
Total (limit \$40,000 per year)		\$ 3,000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Student travel 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 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	Telephone Number	E-mail Address
Kris Haphey	701-446-2022	hapheyk@fargo.k12.nd.us
Signature of Organization Group's Permit Organizer	Title	Date
	Bookkeeper	Jul 8, 2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

✓
10d

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 HERO; Healthcare Equipment Recycling Organization		Dates of Activity (Does not include dates for the sales of tickets) 9/26/25	
Organization or Group Contact Person Andrew Johnson	E-mail andrew@herofargo.org	Telephone Number (701) 212-1921	
Business Address 5012 53rd St. S. Suite C	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO


Site Name Holiday Inn		County Cass	
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.) 9/26/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Hotel Stays, Golf Packages, Bikes, Jewelry, Grill, (other donated items)	7,300.00
Total (limit \$40,000 per year)		\$ 7,300.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds HERO Cares Program	
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: <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 Andrew J. Johnson	Telephone Number (701) 212-1921	E-mail Address andrew@herofargo.org
Signature of Organization Group's Permit Organizer 	Title Development Coordinator	Date Jul 14, 2025



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

10e

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 Lend A Hand Up		Dates of Activity (Does not include dates for the sales of tickets) 8/13/25	
Organization or Group Contact Person Jeanne Peinovich		E-mail	
Business Address 4321 20th Ave S		City Fargo	State ND
Mailing Address (if different)		City	State
			ZIP Code 58103

SITE INFO

Site Name Dakota Medical Foundation		County CASS	
Site Physical Address 4321 20th 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.) Event 50/50 Raffle - August 13, 2025			

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

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

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Jeanne Peinovich	Telephone Number (701) 356. 2661	E-mail Address jpeinovich@dakmed.org
Signature of Organization Group's Permit Organizer <i>Jeanne Peinovich</i>	Title Director of Lend A Hand Up	Date 7/8/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

10f

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		Dates of Activity (Does not include dates for the sales of tickets)	
Red River Zoo		8/22/25	
Organization or Group Contact Person	E-mail	Telephone Number	
Alison Chesser	alison@redriverzoo.org	701.271.9240	
Business Address	City	State	ZIP Code
1255 28th Ave S	Fargo	ND	58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
Red River Zoo		Cass	
Site Physical Address	City	State	ZIP Code
1255 28th Ave S	Fargo	ND	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.)			
8/22/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	5000 Tickets	1000
	Gift	1000
	Zoo Experience	200
Total (limit \$40,000 per year)		\$1000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Help with Zoo 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 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: <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	Telephone Number	E-mail Address
Alison Chesser	701.271.9240	alison@redriverzoo.org
Signature of Organization Group's Permit Organizer	Title	Date
	Office Manager	7/8/25



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

109

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 Tri-City United Soccer Club		Dates of Activity (Does not include dates for the sales of tickets) 8/12/25	
Organization or Group Contact Person Jolene Garty	E-mail president@tricityunited.org	Telephone Number 701-238-2336	
Business Address 2761 12th Ave S, Suite A	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name TCU Footgolf Tournament & Fundraiser		County	
Site Physical Address El Zagal Golf Course	City Fargo	State ND	ZIP Code 58102

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

Aug 12, 2025 4-8PM, one day only

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of funds raised	\$500
Prize drawings	participants will receive tickets with registration and can purchase additional tickets for prize drawings for gift cards, TCU gear and other donated prizes.	\$800
Total (limit \$40,000 per year)		\$ 1300

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
TCU scholarship fund for players.

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 Jolene T. Garty	Telephone Number 701-238-2336	E-mail Address president@tricityunited.org
Signature of Organization Group's Permit Organizer 	Title President, Board of Directors	Date 7/2/2025



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

✓
10h

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) September 4, 2025	
Organization or Group Contact Person Julie Haugen	E-mail jhaugen@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 drawing to occur on September 4, 2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	7 Raffle Items (see attached)	10,720.00
Total (limit \$40,000 per year)		\$ 10,720.00

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 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 Julie Haugen	Telephone Number 701-232-2547	E-mail Address jhaugen@ywcacassclay.org
Signature of Organization Group's Permit Organizer 	Title COO, YWCA Cass Clay	Date 7/17/25 6/27/2025



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
 SFN 17886 (4-2023)

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

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

Name of Location

Bar 209

Street 3789 55 TH AVE S.	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 10/1/25	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)

SEE 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 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"/> Calculators
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

All

Hours of gaming (if restricted)

11 am - 1 am

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 7/21/25
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

12

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Approval of Pledged Securities

DATE: July 8, 2025

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

Wells Fargo BNY Mellon	\$ 9,550,920
FHLB – US Bank (Letter of Credit)	\$ 5,000,000
Total Pledged Collateral	<u>\$ 14,550,920</u>

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the listing of pledged securities as of June 30, 2025.

BNY MELLON

Broker/Dealer Services
101 Barclay Street, 4th Floor East
New York, NY 10286

Date: 06/30/25

000810 XBGSCD01
ATTN: STEVEN SPRAGUE
CITY OF FARGO
225 4TH STREET NORTH
FARGO ND 58012-4817

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/30/25

The collateral segregated on your behalf on 06/30/25 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
3140KFMH5	FNMA FNMS 2.000% 11/01/50	1,844,539.00	997,243.34
542411NC3	LONG BEACH CAL 4.000% 08/01/45	250,000.00	233,966.39
57604TDE3	MASSACHUSETTS 4.000% 06/01/45	9,000,000.00	8,319,710.00
TOTAL MKT VALUE			9,550,919.73

BNY MELLON

BROKER DEALER SERVICES DIVISION PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.

BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

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REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

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Issue Date: May 1, 2025

LOC No.: 580215

Beneficiary: City of Fargo
225 4th St. N
Fargo, ND 58102-4817

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.


Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Monday, November 03, 2025.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

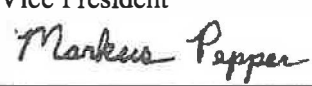
We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,



Lisa Wishart
Vice President



Markus Pepper
Credit Operations Officer

c: Corinne M Yerigan O'Neil
U.S. Bank National Association

13



July 17, 2025

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

RE: Memorandum of Understanding between Fargo Dome Authority and NDSU.

Dear Commissioners:

Enclosed with this letter is a draft Memorandum of Understanding between the Fargo Dome Authority ("FDA") and North Dakota State University ("NDSU") regarding the submission of a proposal regarding the convention center.

On June 9, 2025, you approved a Request for Proposals ("RFP") for the convention center project. The RFP includes a three-stage process for the selection of the convention center site and developer. The first phase requests general information on a site, conceptual plan and information on the development team. These proposals are due on August 7, 2025.

On March 3, 2025, you authorized the FDA to work with city of Fargo staff to explore and develop a proposal for the Fargodome to be the site for the new conference center project and authorized the FDA to submit a proposal in accordance with the RFP. The FDA intends to submit a proposal in accordance with the RFP.

NDSU and the city of Fargo entered into a Lease Agreement for the Fargodome property dated December 15, 1989, pertaining to the lease of approximately 50 acres of land located, generally, in the southwest corner of the intersection of North University Drive and 19th Avenue North. If the FDA proposal is eventually selected as the proposal to be constructed, the city of Fargo and NDSU will need to amend the lease to allow for the construction of a hotel and convention center on the leased premises.

The enclosed memorandum of understanding sets forth that NDSU and the FDA will work cooperatively and in good faith in regard to the FDA's proposal of the convention center on the leased premises and that NDSU will be willing to amend the lease agreement to permit the construction of a hotel and convention center if the ultimately selected proposal serves the interests of the FDA and NDSU.

Recommend Motion: I move to approve the enclosed form of the Memorandum of Understanding between the Fargo Dome Authority and North Dakota State University.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Suppes', with a long horizontal flourish extending to the right.

David Suppes
President, Fargo Dome Authority

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 Fargo Dome Authority, established by the city of Fargo home rule charter to construct and manage the Fargodome property, and the North Dakota State Board of Higher Education and North Dakota State University (collectively, “NDSU”).

RECITALS

WHEREAS, on November 5, 2025, the residents of the city of Fargo approved a ballot measure which implemented a three percent (3%) lodging tax on each and every hotel, motel, and other accommodation locating within the corporate limits of the city of Fargo. The three percent lodging tax extends for a period of twenty-five (25) years and is to be utilized for costs associated with the construction of a conference center, at a location within the city of Fargo to be determined through a request for proposal process established by the governing body of the city of Fargo;

WHEREAS, on June 9, 2025, the Board of City Commissioners of the city of Fargo approved a Request for Proposals (“RFP”) for the convention center project. The RFP includes a three-stage process for the selection of the convention center site and developer. The first phase requests general information on a site, conceptual plan and information on the development team. These proposals are due on August 7, 2025. After scoring the proposals in response to phase one, up to five proposers will be invited to submit a more detailed proposal as part of phase two. The third phase will consist of the city of Fargo negotiating an agreement with the proposer who is deemed to have submitted the best proposal. All final decisions will be made by the Board of City Commissioners of the city of Fargo;

WHEREAS, the Fargo Dome Authority (“FDA”) was established in the city of Fargo’s home rule charter. The FDA was created in order to oversee the construction of and manage the Fargodome property. The FDA’s powers are set forth in Fargo Municipal Code section 34-0105;

WHEREAS, on March 3, 2025, the Board of City Commissioners of the city of Fargo authorized the FDA to work with city of Fargo staff to explore and develop a proposal for the Fargodome to be the site for the new conference center project and authorized the FDA to submit a proposal in accordance with the RFP;

WHEREAS, the FDA intends to submit a proposal in accordance with the RFP which will propose a convention center on the Fargodome property;

WHEREAS, NDSU and the city of Fargo entered into a Lease Agreement for the Fargodome property dated as of December 15, 1989 (hereinafter the “Lease Agreement”) pertaining to the lease of approximately 50 acres of land located, generally, in the southwest corner of the intersection of North University Drive and 19th Avenue North, in Fargo, North Dakota;

WHEREAS, the purpose of the Lease Agreement was to build and operate the Fargodome as provided in the Lease Agreement;

WHEREAS, the city of Fargo did construct the Fargodome on the leased premises opening in 1992 and the city of Fargo has continued to operate the Fargodome to present;

WHEREAS, the Fargodome has served as the home of the NDSU football team since its opening in 1992 as well as hosting other NDSU events;

WHEREAS, the FDA wishes to make a proposal to the city of Fargo to undertake certain construction activities to construct a convention center, hotel, and related commercial operations on the leased premises which would require an amendment of the Lease Agreement;

WHEREAS, NDSU wishes to work cooperatively with the FDA in the FDA's proposal of a convention center on the leased premises, and NDSU would be willing to amend the Lease Agreement to permit such construction activities in order for the city of Fargo to construct the convention center on the leased premises if such proposal serves the interest of both the FDA and NDSU;

WHEREAS, the parties desire to memorialize the terms, rights, and responsibilities in writing under this MOU.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the parties agree as follows:

1. Purpose. The FDA has been authorized by the Board of Commissioners of the city of Fargo to submit a proposal in accordance with the RFP. The FDA is intending to propose the Fargodome Property, which is being leased from NDSU, to be the site of the new convention center. The purpose of this MOU is to make clear that NDSU would be willing to support an FDA proposal and would be willing to amend the Lease Agreement between the city of Fargo and NDSU in order to allow for the construction of a convention center on the leased premises if such proposal serves the interest of both the FDA and NDSU. NDSU's amendment of the lease is subject to approval pursuant to State Board of Higher Education Policy 909.
2. Hotel. The FDA and NDSU are aware the RFP suggest a hotel with 150-200 rooms and full-service restaurant and bar be part of the submitted proposals. The FDA and NDSU are willing to amend the Lease Agreement to allow for the construction of a hotel on the leased premises and are open to working with developers regarding the potential development and construction of the hotel.

3. Good Faith. The FDA and NDSU have a long-standing relationship and have worked cooperatively for over thirty years. The FDA and NDSU recognize there are financial and operating details associated with the addition of the convention center which will require good faith negotiation and discussions and agree to work with each other in good faith to resolve said details to the mutual benefit of both parties if the Fargodome property is selected by the city of Fargo.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the FDA and NDSU have caused this MOU to be executed by their duly authorized representatives.

FARGO DOME AUTHORITY

David Suppes, President

ATTEST:

CITY OF FARGO

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

NORTH DAKOTA STATE UNIVERSITY

Dr. David Cook, Ph.D., President

ATTEST:

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Improvement District No. PR-25-11

Type: Agreements

Location: Veterans Boulevard and 38th Ave S

Date of Hearing: 7/14/2025

Routing

City Commission

Date

7/21/2025

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding a request made by Jon Youness, a developer with EagleRidge Development, to add a southbound left turn from Veterans Boulevard onto 38th Avenue South.

This project occurs partly within the City of West Fargo and project costs will be assessed to the benefiting properties.

The following agreements have been attached for review and approval:

- "Road Reconstruction and Assessment Agreement": This Agreement is for the benefiting properties to sign agreeing to the provisions within the Agreement including to be Special Assessed for the project costs incurred.
- "Second Amendment to the 2005 Agreement": This Agreement serves to amend previous agreements between the City of Fargo and the City of West Fargo, which dictate use and responsibilities of Veterans Boulevard, and will allow this project to move forward. The City of West Fargo will be sending this Agreement to their City Commission on July 21 for approval.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Road Reconstruction and Assessment Agreement and the Second Amendment to the 2005 Agreement.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the Second Amendment to the 2005 Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Special Assessments

Yes No

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: July 14, 2025
Re: Improvement District No. PR-25-I1 – Agreements
Veterans Boulevard and 38th Avenue South Restrictive Left

Background:

A request was made by Jon Youness, a developer with EagleRidge Development, to add a southbound left turn from Veterans Boulevard onto 38th Avenue South. The request was made on behalf of Jon Youness and several property owners whom see benefit to their properties by the addition of the left turn lane.

This project occurs partly within City of West Fargo's jurisdiction, and project costs will be assessed to the benefiting properties.

Two agreements have been attached for review and approval.

- "Road Reconstruction and Assessment Agreement": This Agreement is for the benefiting properties to sign agreeing to the provisions within the Agreement including to be Special Assessed for the project costs incurred.
- "Second Amendment to the 2005 Agreement": This Agreement serves to amend previous agreements between the City of Fargo and the City of West Fargo, which dictate use and responsibilities of Veterans Boulevard, and will allow this project to move forward. The City of West Fargo will be sending this Agreement to their City Commission on July 21 for approval.

Recommended Motion:

Approve the Road Reconstruction and Assessment Agreement and the Second Amendment to the 2005 Agreement for Improvement District No. PR-25-I1.

EBH/klb

Attachments: "Road Reconstruction and Assessment Agreement"
"Second Amendment to the 2005 Agreement"

SECOND AMENDMENT TO THE 2005 AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2025, 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”).

WITNESSETH:

WHEREAS, in or about December 2005, Fargo and West Fargo entered into an Agreement (the “2005 Agreement”) pertaining to the construction, cost share, and maintenance of 9th Street East/57th Street South between Interstate 94 and 40th Avenue South n/k/a Veteran’s Boulevard, a copy which is attached hereto as **Exhibit A**; and

WHEREAS, in or about October 2012, Fargo and West Fargo entered into an Amendment to the 2005 Agreement (the “First Amendment”), which provided, in part, that any intersecting street or direct commercial access to Veteran’s Boulevard shall be placed along the roadway with full access spacing of approximately 1320 feet, with 660 feet spacing limited to right-in/right-out only, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, certain owners of real property located within the City of Fargo, along the east boundary of Veteran’s Boulevard, have requested an intersecting street/direct commercial access be constructed at the intersection of Veteran’s Boulevard and 38th Avenue South; and

WHEREAS, the parties have agreed upon certain amendments to allow for construction of the intersection and now commit the amendments to writing.

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

1. The parties agree that paragraph 10 of the First Amendment is hereby amended to allow for the construction of an intersection at Veteran's Boulevard and 38th Avenue South allowing southbound traffic along Veteran's Boulevard to make a left-hand turn onto 38th Avenue South.

2. Fargo will be responsible for the design, bid, and construction of the intersection at 38th Avenue South, as described above. West Fargo shall bear no design, bid, or construction responsibilities for the anticipated project. West Fargo shall not have any cost participation in the anticipated project.

3. All other terms and conditions of the 2005 Agreement and First Amendment not specifically modified herein shall remain unchanged and in full force and effect.

4. This Second Amendment may not be modified unless such modification is in writing and signed by both parties to this Second Amendment.

The remainder of this page intentionally left blank.

Dated this _____ day of July, 2025.

CITY OF FARGO, ND

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this _____ day of July, 2025.

CITY OF WEST FARGO, ND

Bernie Dardis, Mayor

ATTEST:

Dustin Scott, City Administrator

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Improvement District No. BN-24-C1

Type: Final Balancing Change Order #1

Location: Belding Drive South

Date of Hearing: 7/14/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/21/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Final Balancing Change Order #1 in the amount of \$28,173.98, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$28,173.98, bringing the total contract amount to \$3,796,880.29.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #1 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$28,173.98, bringing the total contract amount to \$3,796,880.29 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, 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
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk PE, Project Manager
Date: July 9, 2025
Re: Improvement District No. BN-24-C1 – Final Balancing Change Order #1

Background:

Improvement District No. BN-24-C1 is for the new construction of underground utilities, asphalt pavement and incidentals on Belding Drive South from 33rd Street South to 67th Avenue South, on 33rd Street South just north of Belding Drive South to 67th Avenue South, and on 32nd Street South 100' south of 66th Avenue South to 67th Avenue South.

Northern Improvement is the Prime Contractor on this project.

Final Balancing Change Order #1 is in the amount of \$28,173.98. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field, and also includes a relocation of a Street Light.

Details of the Street Light Relocation:

Relocation of Street Light to make room for driveway. Work included removal of existing street light base, trenching of conduit, installation of new street light base.

Details of the FBCO:

Original Contract:	\$ 3,768,706.31
FBCO #1	\$ 28,173.98
Total Contract:	\$ 3,796,880.29

Recommended Motion:

Approve Final Balancing Change Order #1 in the amount of \$28,173.98 to Northern Improvement.

WRB/klb
Attachment



**CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-C1
SELKIRK PLACE 2ND ADDITION**

Final Balancing
Change Order

Change Order No 1 **Change Order Date** 7/9/2025
Contractor Northern Improvement Co

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

EXPLANATION OF CHANGE Change Order # 1

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
67th Ave S - Sanitary Sewer	4	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1494		1494	-1494	0	\$0.01	-\$14.94
	5	F&I Pipe SDR 26 - 6" Dia PVC	LF	232		232	-8	224	\$59.92	-\$479.36
	6	F&I Pipe SDR 26 - 8" Dia PVC	LF	110		110	61	171	\$96.30	\$5,874.30
67th Ave S - Sanitary Sewer Sub Total										\$5,380.00
Change Order 1	10	Relocate Street Light	EA	0		0	1	1	\$2,981.00	\$2,981.00
Change Order 1 Sub Total										\$2,981.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
67th Ave S - Cass Rural Water	11	F&I Fittings C153 Ductile Iron	LB	1195		1195	-67	1128	\$9.63	-\$645.21
	13	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1563.5		1563.5	-1563.5	0	\$0.01	-\$15.64
	21	F&I Hydrant Ext. 6" High	EA	3		3	-2	1	\$0.01	-\$0.02
	22	F&I Hydrant Ext. 12" High	EA	3		3	-3	0	\$0.01	-\$0.03
	23	F&I Hydrant Ext. 18" High	EA	3		3	-3	0	\$0.01	-\$0.03
	67th Ave S - Cass Rural Water Sub Total									-\$660.93
67th Ave S - Storm Sewer	33	F&I Rip Rap Rock	CY	17		17	17	34	\$149.80	\$2,546.60
67th Ave S - Storm Sewer Sub Total										\$2,546.60
67th Ave S - Paving	35	Topsoil - Strip	CY	3940		3940	985	4925	\$1.85	\$1,822.25
	36	Topsoil - Spread	CY	540		540	298	838	\$6.50	\$1,937.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	44	F&I Sidewalk 4" Thick Reinf Conc	SY	280		280	14	294	\$73.00	\$1,022.00
	45	F&I Sidewalk 6" Thick Reinf Conc	SY	22		22	10	32	\$95.00	\$950.00
	46	F&I Shared Use Path 5" Thick Reinf Conc	SY	1377		1377	-2	1375	\$71.50	-\$143.00
	48	F&I Det Wam Panels Cast Iron	SF	168		168	24	192	\$50.00	\$1,200.00
	49	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2038.83		2038.83	-125.29	1913.54	\$95.00	-\$11,902.55
	54	Mulching Type 1 Hydro	SY	4937		4937	194	5131	\$0.50	\$97.00
	55	Seeding Type C	SY	3128		3128	809	3937	\$0.40	\$323.60
		67th Ave S - Paving Sub Total								-\$4,693.70
67th Ave S - Signing	64	F&I Sign Assembly & Anchor	EA	19		19	-5	14	\$121.00	-\$605.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	65	F&I Diamond Grade Cubed	SF	38.7		38.7	6.5	45.2	\$27.50	\$178.75
	66	F&I High Intensity Prismatic	SF	67		67	-23.4	43.6	\$24.50	-\$573.30
67th Ave S - Signing Sub Total										-\$999.55
Sanitary Sewer	71	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1491		1491	-1491	0	\$0.01	-\$14.91
	72	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	877		877	-8	869	\$0.01	-\$0.08
	74	F&I Pipe SDR 26 - 6" Dia PVC	LF	2161		2161	-1	2160	\$40.95	-\$40.95
	75	F&I Pipe SDR 26 - 8" Dia PVC	LF	1491		1491	10	1501	\$69.55	\$695.50
	76	F&I Pipe SDR 26 - 15" Dia PVC	LF	847		847	-8	839	\$158.36	-\$1,266.88
Sanitary Sewer Sub Total										-\$627.32

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Cass Rural Water	79	F&I Fittings C153 Ductile Iron F&I 1-1/4" Trench	LB	2064		2064	-60	2004	\$10.70	-\$642.00
	81	Found Rock 4" thru 12" Dia F&I 1-1/4" Trench	LF	1503.59		1503.59	-1503.59	0	\$0.01	-\$15.04
	82	Found Rock 14" thru 24" Dia F&I Pipe C900 DR 18 - 6" Dia PVC	LF	897.45		897.45	-897.45	0	\$0.01	-\$8.97
	84	Found Rock 14" thru 24" Dia F&I Pipe C900 DR 18 - 6" Dia PVC	LF	33.59		33.59	-1.59	32	\$56.71	-\$90.17
	86	Found Rock 14" thru 24" Dia F&I Pipe C900 DR 18 - 16" Dia PVC	LF	897.45		897.45	9.15	906.6	\$119.84	\$1,096.54
	90	F&I Hydrant Ext. 6" High	EA	5		5	-5	0	\$0.01	-\$0.05
	91	F&I Hydrant Ext. 12" High	EA	5		5	-5	0	\$0.01	-\$0.05
	92	F&I Hydrant Ext. 18" High	EA	5		5	-5	0	\$0.01	-\$0.05
	Cass Rural Water Sub Total									\$340.21

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	96	F&I Manhole 4' Dia Reinf Conc	EA	7		7	1	8	\$3,584.50	\$3,584.50
	103	F&I Pipe 15" Dia	LF	489		489	-52	437	\$66.34	-\$3,449.68
	106	F&I Pipe 24" Dia	LF	266		266	5	271	\$87.74	\$438.70
Storm Sewer Sub Total										\$573.52
Paving	110	Remove Pavement All Thicknesses All Types	SY	400		400	-67	333	\$12.00	-\$804.00
	111	Topsoil - Strip	CY	5699		5699	1425	7124	\$1.85	\$2,636.25
	112	Topsoil - Spread	CY	920		920	516	1436	\$7.00	\$3,612.00
	121	F&I Curb & Gutter Standard (Type II)	LF	1639		1639	-24	1615	\$26.00	-\$624.00
	122	Remove Curb & Gutter	LF	30		30	-24	6	\$16.00	-\$384.00
	123	F&I Pavement 7" Thick Reinf Conc	SY	96		96	-16	80	\$97.00	-\$1,552.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	128	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3113.89		3113.89	-63.89	3050	\$95.00	-\$6,069.55
	134	Mulching Type 1 Hydro	SY	12788		12788	-6593	6195	\$0.50	-\$3,296.50
	135	Seeding Type C	SY	4041		4041	154	4195	\$0.40	\$61.60
									Paving Sub Total	-\$6,420.20
Signing	146	Relocate Sign Assembly	EA	4		4	-4	0	\$269.50	-\$1,078.00
	147	F&I Sign Assembly & Anchor	EA	9		9	4	13	\$121.00	\$484.00
	148	F&I Diamond Grade Cubed	SF	11.500000000000002		11.500000000000002	14.1	25.6	\$27.50	\$387.75
	149	F&I High Intensity Prismatic	SF	20.3		20.3	12.8	33.1	\$24.50	\$313.60
	150	F&I Barricade Type III	EA	2		2	1	3	\$985.00	\$985.00
									Signing Sub Total	\$1,092.35
LOMR - Developer Funded	152	Topsoil - Spread	CY	5525		5525	-544	4981	\$2.65	-\$1,441.60

Page 8 of 9

Summary

Source Of Funding	Special Assessment
Net Amount Change Order # 1 (\$)	\$28,173.98
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$3,768,706.31
Total Contract Amount (\$)	\$3,796,880.29

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

APPROVED

For Contractor

Title


VICE PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Improvement District No. BN-24-B1

Type: Change Order #3

Location: 44th St N, north of 40th Ave N
(Cass Hwy 20)

Date of Hearing: 7/14/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/21/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Tyler Jacobs</u>

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding Change Order #3 in the amount of \$4,730.00 for additional work.

Staff is seeking approval of Change Order #3 in the amount of \$4,730.00, which increases the total contract amount to \$9,956,013.56.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$4,730.00, bringing the total contract amount to \$9,956,013.56 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

	Yes	No
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

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gary Lorenz, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: July 8, 2025
Re: Improvement District No. BN-24-B1 – Change Order #3

Background:

Improvement District No. BN-24-B1 is for new construction of underground utilities, concrete pavement and incidentals on 44th Street North. The project design was completed by a Consulting Engineer and paid for directly by the Developer.

Dakota Underground is the Prime Contractor on this project.

Change Order #3 is needed for Dust Control do to increased traffic along 45th Street North during construction. No additional days are required to complete the work.

The additional cost will be Special Assessed.

Recommended Motion:

Approve Change Order No. 3 in the amount of \$4,730.00 for Improvement District No. BN-24-B1.

TMJ/klb
Attachment

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-B1
ON 44TH STREET NORTH, NORTH OF 40TH AVENUE NORTH (CASS HWY 20)

Change Order No 3 **Change Order Date** 7/8/2025
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3

Dust Control do to increased traffic along 45th Street North during construction.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	25	Special Bid Item A	LS	0		0	1	1	\$4,730.00	\$4,730.00
Change Order 3 Sub Total										\$4,730.00

Summary

Source Of Funding	Special Assessment
Net Amount Change Order # 3 (\$)	\$4,730.00
Previous Change Orders (\$)	\$109,487.00
Original Contract Amount (\$)	\$9,841,796.56
Total Contract Amount (\$)	\$9,956,013.56

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

APPROVED

For Contractor

Title


Dakota Underground Company
Project Manager

APPROVED DATE

Department Head

Mayor

Attest



17

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

July 16, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-25-H1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 16, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-H1, located as follows: 3rd Street North from NP Avenue to 1st Avenue North.

The bids were as follows:

Paras Contracting Inc	\$954,313.30
Dakota Underground Co Inc	\$1,183,820.00
Northern Improvement Co	\$1,198,619.90
Engineers Estimate	\$1,027,301.50

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Paras Contracting Inc. in the amount of \$954,313.30 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.

City Engineer

Engineer's Statement Of Cost
Improvement District # BR-25-H1
Paving And Utility Rehab/Reconstruction

3rd St N from NP Ave to 1st Ave N

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-25-H1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Construction Inspection of Structures and Monitoring	LS	1.00	34,600.00	34,600.00
2	Traffic Control - Type 1	LS	1.00	25,000.00	25,000.00
3	Stormwater Management	LS	1.00	5,000.00	5,000.00
4	Inlet Protection - Existing Inlet	EA	9.00	215.00	1,935.00
5	Remove Pavement All Thicknesses All Types	SY	1,502.00	25.00	37,550.00
6	Remove Curb & Gutter	LF	513.00	12.00	6,156.00
7	Remove Sidewalk All Thicknesses All Types	SY	590.00	12.00	7,080.00
8	Remove Driveway All Thicknesses All Types	SY	162.00	12.00	1,944.00
9	Rem & Repl Casting - Floating Manhole	EA	1.00	1,650.00	1,650.00
10	Casting to Grade - w/Conc	EA	1.00	1,100.00	1,100.00
11	Subgrade Preparation	SY	1,585.00	5.85	9,272.25
12	F&I Woven Geotextile	SY	1,585.00	3.15	4,992.75
13	F&I Class 5 Agg - 12" Thick	SY	1,585.00	25.00	39,625.00
14	F&I Edge Drain 4" Dia PVC	LF	513.00	10.50	5,386.50
15	F&I Curb & Gutter Standard (Type II)	LF	513.00	51.00	26,163.00
16	F&I Pavement 9" Thick Doweled Conc	SY	1,249.00	160.00	199,840.00
17	F&I Sidewalk 4" Thick Reinf Conc	SY	566.00	90.00	50,940.00
18	F&I Driveway 7" Thick Reinf Conc	SY	257.00	120.00	30,840.00
19	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	77.00	230.00	17,710.00
20	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,600.00	1,600.00
21	F&I Bollards	EA	1.00	2,000.00	2,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
22	F&I Sidewalk 6" Thick Reinf Conc	SY	6.00	120.00	720.00
23	F&I Det Warn Panels Cast Iron	SF	8.00	70.00	560.00
Paving Total					511,664.50
Water Main					
24	Furnish Temp Water Svc	EA	4.00	2,750.00	11,000.00
25	Remove Pipe All Sizes All Types	LF	405.00	10.50	4,252.50
26	Rem & Repl CS & Box 1" Dia	EA	3.00	2,205.00	6,615.00
27	GV Box to Grade - w/Conc	EA	4.00	500.00	2,000.00
28	Connect Water Service	EA	3.00	1,260.00	3,780.00
29	F&I Hydrant	EA	1.00	10,500.00	10,500.00
30	F&I Gate Valve 4" Dia	EA	1.00	2,600.00	2,600.00
31	F&I Gate Valve 6" Dia	EA	2.00	3,150.00	6,300.00
32	F&I Gate Valve 10" Dia	EA	2.00	6,000.00	12,000.00
33	F&I Fittings C153 Ductile Iron	LB	334.00	14.70	4,909.80
34	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	18.00	157.50	2,835.00
35	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	39.00	167.50	6,532.50
36	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	270.00	178.50	48,195.00
37	F&I Pipe w/GB 1" Dia Water Service	LF	85.00	105.00	8,925.00
Water Main Total					130,444.80
Sanitary Sewer					
38	Remove Manhole	EA	1.00	2,100.00	2,100.00
39	Remove Pipe All Sizes All Types	LF	438.00	10.50	4,599.00
40	Connect Pipe to Exist Pipe	EA	4.00	2,500.00	10,000.00
41	Connect Sewer Service	EA	9.00	2,250.00	20,250.00
42	F&I Manhole 4' Dia Reinf Conc	EA	2.00	12,500.00	25,000.00
43	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	234.00	168.00	39,312.00
44	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	263.00	315.00	82,845.00
45	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	16.00	360.00	5,760.00
46	Repair Manhole Floor & Invert	EA	1.00	1,700.00	1,700.00
Sanitary Sewer Total					191,566.00
Street Amenities					
47	Topsoil - Import Special	CY	54.00	44.00	2,376.00
48	F&I Edge Drain 4" Dia PVC	LF	123.00	17.00	2,091.00
49	F&I Impressioned 4" Thick Reinf Conc	SY	98.00	245.00	24,010.00
50	F&I Decid Tree 2" Dia	EA	5.00	730.00	3,650.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	F&I Plant - Perennial Type 1	EA	56.00	38.00	2,128.00
Street Amenities Total					34,255.00
Pavement Marking					
52	Paint Epoxy Line 4" Wide	LF	197.00	21.00	4,137.00
53	Paint Epoxy Line 16" Wide	LF	10.00	32.00	320.00
54	F&I Grooved Plastic Film 4" Wide	LF	440.00	21.00	9,240.00
55	F&I Grooved Plastic Film 6" Wide	LF	74.00	27.00	1,998.00
56	F&I Grooved Plastic Film 16" Wide	LF	10.00	63.00	630.00
57	F&I Grooved Thermoplastic Pavement Marking Message	SF	32.00	79.00	2,528.00
Pavement Marking Total					18,853.00
Street Lights					
58	Remove Street Light	EA	4.00	550.00	2,200.00
59	Remove Feed Point	EA	1.00	2,100.00	2,100.00
60	Remove Base	EA	4.00	1,600.00	6,400.00
61	Remove Pull Box	EA	1.00	1,150.00	1,150.00
62	F&I Pull Box	EA	2.00	3,000.00	6,000.00
63	F&I Base 6' Deep Reinf Conc	EA	3.00	2,400.00	7,200.00
64	F&I Innerduct 1.5" Dia	LF	318.00	25.50	8,109.00
65	F&I Conductor #6 USE Cu	LF	1,089.00	7.00	7,623.00
66	F&I Luminaire Type C	EA	3.00	945.00	2,835.00
67	F&I Light Standard Type A	EA	3.00	7,100.00	21,300.00
Street Lights Total					64,917.00
Signing					
68	F&I Sign Assembly	EA	1.00	79.00	79.00
69	F&I Sign Assembly & Anchor	EA	9.00	240.00	2,160.00
70	F&I High Intensity Prismatic	SF	34.00	11.00	374.00
Signing Total					2,613.00
Total Construction in \$					954,313.30

Engineering	10.00%	95,431.33
Admin	4.00%	38,172.53
Legal	3.00%	28,629.40
Interest	4.00%	38,172.53
Contingency	5.00%	47,715.67
Total Estimated Costs		1,202,434.76
State Funds - Other ND		920,574.86
Special Assessments		281,859.90
Unfunded Costs		0.00

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



Thomas Knakmuhs, P.E.
City Engineer

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

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

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

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

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

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

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

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

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 the 21st day of July, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 21st day of July, 2025.

Steven Sprague
City Auditor

(SEAL)

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:

New Paving and Utility Construction

Improvement
District No.

BN-25-C

Call For Bids	<u>July 21</u>	<u>2025</u>
Advertise Dates	<u>July 30 & August 6</u>	<u>2025</u>
Bid Opening Date	<u>August 27</u>	<u>2025</u>
Substantial Completion Date	<u>August 8</u>	<u>2026</u>
Final Completion Date	<u>September 8</u>	<u>2026</u>

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

Project Engineer Jason Satterlund

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)

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-C1

Type: Infrastructure Request

Location: Dakota Commerce Center North Addition

Date of Hearing: 5/5/2025

RoutingDate

City Commission

7/21/25

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding an infrastructure request for Dakota Commerce Center North Addition.

We have reviewed the requirements for infrastructure requests and the Developer has met five of the seven requirements. The two remaining items are as follows:

- Execution of the Special Assessment Security Agreement
- Letter of Credit.

Staff is recommending approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to start design.

On a motion by Nicole Crutchfield, seconded by Steve Sprague, the Committee voted to recommend approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Special Assessments

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

Yes No

N/AN/AN/ACOMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-25-C

NEW PAVING AND UTILITY CONSTRUCTION

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. BN-25-C (New Paving and Utility Construction) 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 BN-25-C 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. BN-25-C 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. BN-25-C 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. BN-25-C 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. BN-25-C 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, July 21st, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 16th day of July, 2025.

Steven Sprague
City Auditor

(SEAL)



ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-C
DAKOTA COMMERCE CENTER NORTH - PHASE II

Nature & Scope

Infrastructure request to facilitate construction of new underground utilities, concrete pavement and incidentals as requested by the Developer.

Purpose

This project is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

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

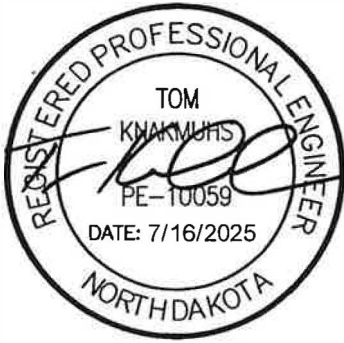
The estimated cost of construction is \$8,400,274.68. The cost breakdown is as follows:

Special Assessment			
Construction Cost			\$8,400,274.68
Fees			
Admin	4%		\$336,010.99
Contingency	5%		\$420,013.73
Engineering	10%		\$840,027.47
Interest	4%		\$336,010.99
Legal	3%		\$252,008.24
Total Estimated Cost			\$10,584,346.10
Funding			
Special Assessments	100.00%		\$10,584,346.10

Project Funding Summary

Special Assessments	100.00%	\$10,584,346.10
Total Estimated Project Cost		\$10,584,346.10

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer

**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-C
DAKOTA COMMERCE CENTER NORTH - PHASE II**

LOCATION:

On 52nd Avenue North between County Highway 81 and 37th Street North.

On County Highway 81 from 52nd Avenue North to 700 feet north of 44th Avenue North.

On 41st Street North from 52nd Avenue North to 900' south.

On 37th Street North from 52nd Avenue North to 48th Avenue North.

COMPRISING:

The area bounded by Cass County Highway 81 and 45th Street North on the west, the quarter line between 52nd Avenue North and 58th Avenue North on the north, the quarter line between 37th Street North and 25th Street North on the east and 44th Avenue North on the south.

Please refer to the Special Assessment Boundary Map for all properties included within the Special Assessment District.

That it be and is hereby declared necessary to construct New Paving and Utility Construction, Improvement District No. BN-25-C 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.

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

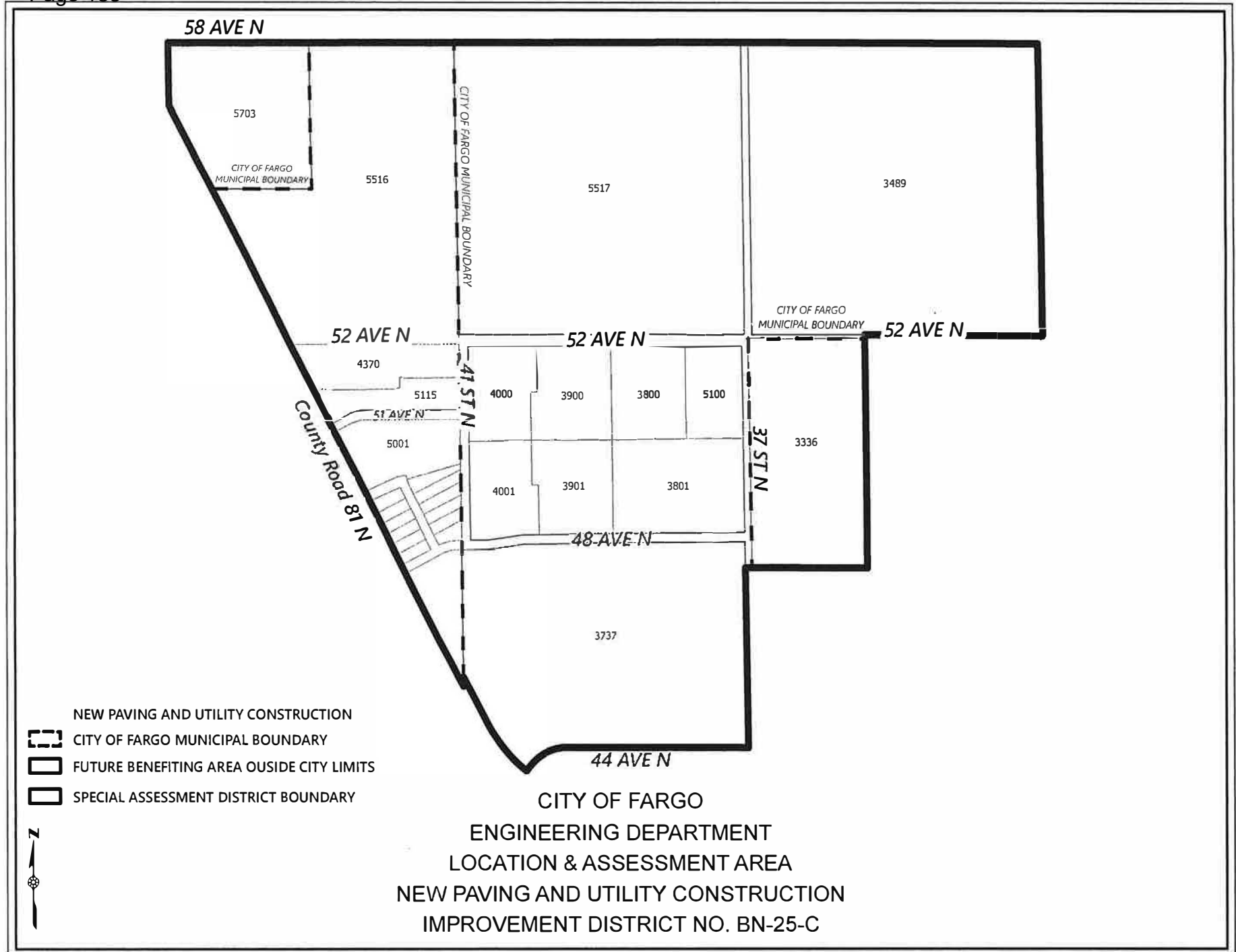
CERTIFICATE

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, July 21st, 2025.

40-22-15
40-22-17

(SEAL)

(July 30 and August 6, 2025)



19

July 11, 2025

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

Re: Permanent Easement – Project #AN-19-A1

Dear Commissioners:

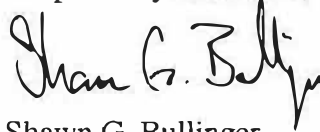
Accompanying for City Commission review and approval is an original permanent easement from **James R. & Leighann N. Knopp** in association with Project #AN-19-A1.

RECOMMENDED MOTION:

Approve permanent easement from **James R. & Leighann N. Knopp**.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Tom Knakmuhs
Jeremy Engquist

PERMANENT EASEMENT
(Alley)

KNOW ALL MEN BY THESE PRESENTS that JAMES R. AND LEIGHANN N. KNOPP, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The Easterly 10.00 feet of the West Half of Lot 2, Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 482.50 square feet, more or less.

Bearings based on the City of Fargo ground control system.

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

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

(Signatures on following pages)

GRANTOR:

Dated: April 10, 2019

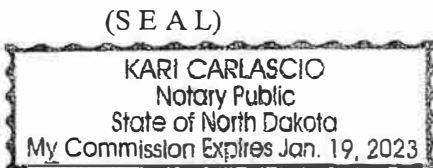
James R. Knopp
James R. Knopp

Leighann N. Knopp
Leighann N. Knopp

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

On this 10th day of April, 2019, before me, a notary public in and for said county and state, personally appeared **James R. and Leighann N. Knopp**, described in and that executed the within and foregoing instrument, and acknowledged that they executed the same.

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



GRANTEE:

City of Fargo, a North Dakota municipal corporation

Dated: _____

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

ATTEST:

Steven Sprague, Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102
(701) 241-1545

This document prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway North, Suite 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

July 11, 2025

20

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

Re: Permanent Easement – Project #AN-19-A1

Dear Commissioners:

Accompanying for City Commission review and approval is an original permanent easement from **Michael L. & Barbara A. Stenberg** in association with Project #AN-19-A1.

RECOMMENDED MOTION:

Approve permanent easement from **Michael L. & Barbara A. Stenberg**.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Tom Knakmuhs
Jeremy Engquist

PERMANENT EASEMENT
(Alley)

KNOW ALL MEN BY THESE PRESENTS that **STENBERG, MICHAEL L. AND BARBARA A.**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA, ,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The Westerly 10.00 feet of the East Half of Lot 3, Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 482.50 square feet, more or less.

Bearings based on the City of Fargo ground control system.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to

do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

(Signatures on following pages)

GRANTOR:

Dated: 4-15-19

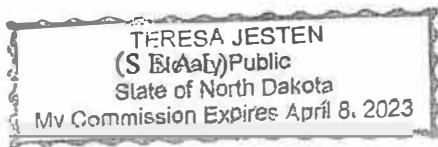
GRANTOR:

Michael L. Stenberg

Barbara A. Stenberg

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

On this 15th day of April, 2019, before me, a notary public in and for said county and state, personally appeared **Michael L. and Barbara A. Stenberg**, described in and that executed the within and foregoing instrument, and acknowledged that they executed the same.



Notary Public
Cass County, North Dakota
My commission expires: 4-8-2023

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Dated: _____

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

ATTEST:

Steven Sprague, Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102
(701) 241-1545

This document prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway North, Suite 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

21

July 11, 2025

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

Re: Permanent Easement – Project #AN-19-A1

Dear Commissioners:

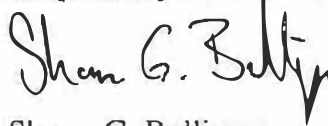
Accompanying for City Commission review and approval is an original permanent easement from **Harold & Lila D. Unruh** in association with Project #AN-19-A1.

RECOMMENDED MOTION:

Approve permanent easement from **Harold & Lila D. Unruh**.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Tom Knakmuhs
Jeremy Engquist

PERMANENT EASEMENT
(Alley)

KNOW ALL MEN BY THESE PRESENTS that **UNRUH, HAROLD AND LILA D.** hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The Westerly 10.00 feet of the South 2.5 feet of the East Half of Lot 4 and the Westerly 10.00 Feet of the North 43.5 feet of the East Half of Lot 5, Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 460.00 square feet, more or less.

Bearings based on the City of Fargo ground control system.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to

do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

(Signatures on following pages)

GRANTOR:

Dated: 4-9-19

Harold Unruh
Harold Unruh

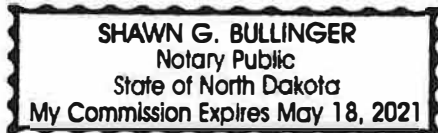
Lila Unruh
Lila D. Unruh

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

On this 9th day of April, 2019, before me, a notary public in and for said county and state, personally appeared **Harold and Lila D. Unruh**, described in and that executed the within and foregoing instrument, and acknowledged that they executed the same.

(S E A L)

Shawn G. Bullinger
Notary Public
Cass County, North Dakota
My commission expires: May 18, 2021



City of Fargo, a North Dakota municipal corporation

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

Steven Sprague, Auditor

[illegible]

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, North Dakota

This document prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway North, Suite 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

22

July 11, 2025

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

Re: Permanent Easement – Project #AN-19-A1

Dear Commissioners:

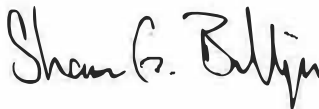
Accompanying for City Commission review and approval is an original permanent easement from **Randy & Wendy Iwerks** in association with Project #AN-19-A1.

RECOMMENDED MOTION:

Approve permanent easement from **Randy & Wendy Iwerks**.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Tom Knakmuhs
Jeremy Engquist

PERMANENT EASEMENT
(Alley)

KNOW ALL MEN BY THESE PRESENTS that **IWERKS, RANDY & WENDY** hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Block 14 of **HECTOR'S ADDITION** to the City of Fargo, Cass County, North Dakota described as follows:

The Westerly 10.00 feet of the South 4.75 feet of the East Half of Lot 5 and the Westerly 10.00 Feet of the North 42.25 feet of the East Half of Lot 6, Block 14 of **HECTOR'S ADDITION** to the City of Fargo, Cass County, North Dakota.

Said tract contains 470.00 square feet, more or less.

Bearings based on the City of Fargo ground control system.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to

do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

(Signatures on following pages)

GRANTOR:

Dated: 10/24/19

Randy Iwerks

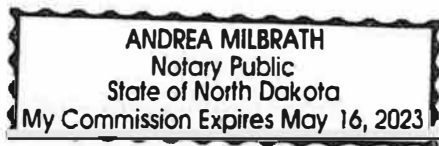
Wendy Iwerks
Wendy Iwerks

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

On this 24th day of October, 2019, before me, a notary public in and for said county and state, personally appeared ~~Randy and~~ **Wendy Iwerks**, described in and that executed the within and foregoing instrument, and acknowledged that they executed the same.

(S E A L)

Andrea M.
Notary Public
Cass County, North Dakota
My commission expires: May 16, 2023



GRANTOR:

Dated: 10-21-2019

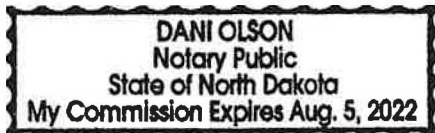
Randy J. Iwerks
Randy Iwerks

Wendy Iwerks

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

On this 21st day of October, 2019, before me, a notary public in and for said county and state, personally appeared Randy and Wendy Iwerks, described in and that executed the within and foregoing instrument, and acknowledged that they executed the same.

(S E A L)



Dani Olson
Notary Public
Cass County, North Dakota
My commission expires: Aug 5, 2022

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Dated: _____

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

ATTEST:

Steven Sprague, Auditor

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss:

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D. and Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102
(701) 241-1545

This document prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway North, Suite 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

REPORT OF ACTION

CONTRACTOR SELECTION COMMITTEE

2025 Street Lighting and Traffic Signal Painting Project

23

Date of Hearing: July 11, 2025

<u>Routing</u>	<u>Date</u>
City Commission	7/21/2025
Consultant File	
Project File	X
Petitioners	X
Selection Committee	X

Proposal Received for:

2025 Street Lighting and Traffic Signal Painting Project – Project No. TR-25-E1

Proposals were received from the following contractors:

1. Cobalt Coatings
2. Morris Painting

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	<u>Criteria</u>	<u>Points</u>
2.	Cost Proposal	100

Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred contractor. The top firm was identified as Cobalt Coatings.

The work will be paid by unit rates for relevant bid items.

Recommended Motion:

Concur with contractor selection and recommend contract award to Cobalt Coatings in the amount of \$72,450.

<u>Committee:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Jeremy Gorden, Division Engineer, Transportation	X	X		X
Leroy Grant, Project Manager – Traffic Engineering	X	X		

 on behalf of
Jeremy Gorden, PE, PTOE
Division Engineer, Transportation

Attachment

BID SHEET
STREET LIGHT & TRAFFIC SIGNAL PAINTING PROJECT
PROJECT NO. TR-25-E1
VARIOUS LOCATIONS

Note: Unit prices will govern and shall be in whole cents.

Base Bid

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Street Lights - Broadway					
1	Repair Street Light Miscellaneous	129	EA	- 150.00	- 19,350.00
Street Lights - Broadway Total					
Street Lights - 12th Ave N					
2	Repair Street Light Miscellaneous	48	EA	- 150.00	- 7,200.00
Street Lights - 12th Ave N Total					
Street Lights - 13th Ave S					
3	Repair Street Light Miscellaneous	26	EA	- 150.00	- 3,900.00
Street Lights - 13th Ave S Total					
Traffic Signals - Broadway					
4	Sandblast Signal Standard	20	EA	- 900.00	- 18,000.00
5	Paint Signal Standard	20	EA	- 1200.00	- 24,000.00
Traffic Signals - Broadway Total					
Grand Total in \$					- 72,450.00

CONTRACT

THIS AGREEMENT, made and entered into this 21st day of July, 2025, between the City of Fargo (a Municipal Corporation, under the laws of North Dakota) by the City Commission, hereinafter called the City, and Cobalt Coatings, Inc., hereinafter called the Contractor.

Contractor is hereby awarded the Contract to construct Project No. TR-25-E1 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles and specifications for the work, and maintaining the same until it is accepted by the City Commission.

Extra Work Part of Contract

When directed in writing by the City Engineer or an authorized representative ("City Engineer" inclusively) to do so, the Contractor shall furnish material and do extra work connected with or necessary to the proper completion of the work. Prices for extra work will be agreed upon by the City Engineer or an authorized representative and the Contractor as specified in Section 9000 of the Standard Specifications for Construction.

Bills for Extra Work

Within thirty (30) days of completion of the extra work authorized by "Contractors Order," as defined in the City of Fargo Standard Specifications for Construction, the Contractor shall present to the City Engineer or an authorized representative the "Contractor's Order," and a full and complete itemized statement of extra work, and the date the extra work was completed. City Engineer or an authorized representative shall certify the correctness of the amount and character of labor performed and materials furnished and add it to the estimate of the amount due the Contractor. A "Contractor's Order" for extra work not presented within 30 days of completion will not be paid.

Inspection

All materials furnished by the Contractor are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Contractor shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

The Contractor shall furnish at their own expense such labor as may be required to enable a thorough inspection and culling of all materials.

Obstruction, Guard and Contractor's Liability

The Contractor shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

Time of Commencement and Completion

The Contractor shall commence the work within thirty (30) days after written notice from the City, and complete the entire Contract on or before the final completion date specified in the special instructions to bidders incorporated and made a part of this contract herein. Contractor's failure to satisfactorily and timely complete the Contract work shall

result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the agreed upon schedule attached hereto as Exhibit "A", fixed and determined by the parties to be liquidated damages.

Substantial completion shall mean that the specified improvement is operational and/or functional. Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City Engineer for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension. A time extension will not be considered for inclement weather or for the time period from November 15 to April 15.

Contractor must pay City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

The Contractor shall not assign or sublet the whole or any portion of the Contract work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release the Contractor from responsibility. Contractor shall be held accountable the same as if no consent had been given. The Contractor will be required to give their personal attention to the work.

Specifications and Plans

The work shall be done in strict conformity to the plans and specifications as defined by the City Engineer.

Defective Work

The Contractor, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

The Contractor shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours' notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

- (a) Conduct all business with the subcontractors.
- (b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.
- (c) Execute the orders and directions of the Engineer or authorized representative without delay.
- (d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a competent individual who is:

- (a) Authorized and fully capable of managing, directing, and coordinating the work in progress.
- (b) Thoroughly experienced in the type of work being performed.
- (c) Capable of reading and thoroughly understanding the Plans and Specifications.
- (d) Authorized to receive instructions from the Engineer or authorized representative.

If this individual is an employee of someone other than the Contractor, the Contractor shall notify the Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by the Contractor appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative.

Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Laws and Ordinances to be Observed

Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City Engineer, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo; and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City Engineer make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

The retained amounts will be according to the following table:

<u>Percentage of Completion</u>	<u>Percent Retained</u>
0 – 90%	5%
91 – 100%	1 – 5%*

*Reduction of retainage is at the discretion of the City Engineer based on the progress of the contract.

Guarantee

Contractor guarantees the Contract work will remain in good condition for a warranty period of one (1) year from the date of acceptance by the City, ordinary wear excepted, and is financially responsible for any repairs necessary to maintain the Contract work in good condition during said warranty period. The determination of the necessity for

repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

Miscellaneous

No work will be done on Sunday except in case of emergency, in which case the Contractor shall sufficiently establish that an emergency exists. However, Sunday work may be authorized by the City Engineer in advance on a case-by-case basis.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo, by its Mayor, has made and executed this Contract on behalf of said City, and has caused the seal of said City to be hereto affixed and the Contractor has hereunto set their hand and seal the day and year first above written.

CITY OF FARGO (a Municipal Corporation)

by _____ (CITY SEAL)

Mayor of the City of Fargo

by *Sarah Mosher* (SEAL)

Cobalt Coatings, Inc.

ATTEST:

City Auditor

July 17, 2025

24

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easement – Improvement District #BN-25-C1**

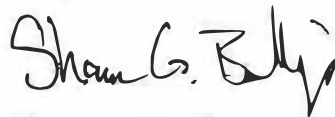
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Improvement District #BN-25-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a permanent & temporary easement from **M&P Holdings LLLP** in association with Improvement District #BN-25-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard
Kasey McNary

MEMORANDUM OF OFFER TO LANDOWNER

Page 182
City of Fargo, Engineering Department

Project BN-25-C1	County Cass	Parcel(s) 60-0000-00810-000
Landowner M&P Holdings LLLP		
Mailing Address 3217 Fiechtner Dr S - Ste D Fargo, ND 58103		


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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 155,191.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	<u>155,191.00</u>
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	<u>155,191.00</u>

*Description of Damages to Remainder are as follows:


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


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

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

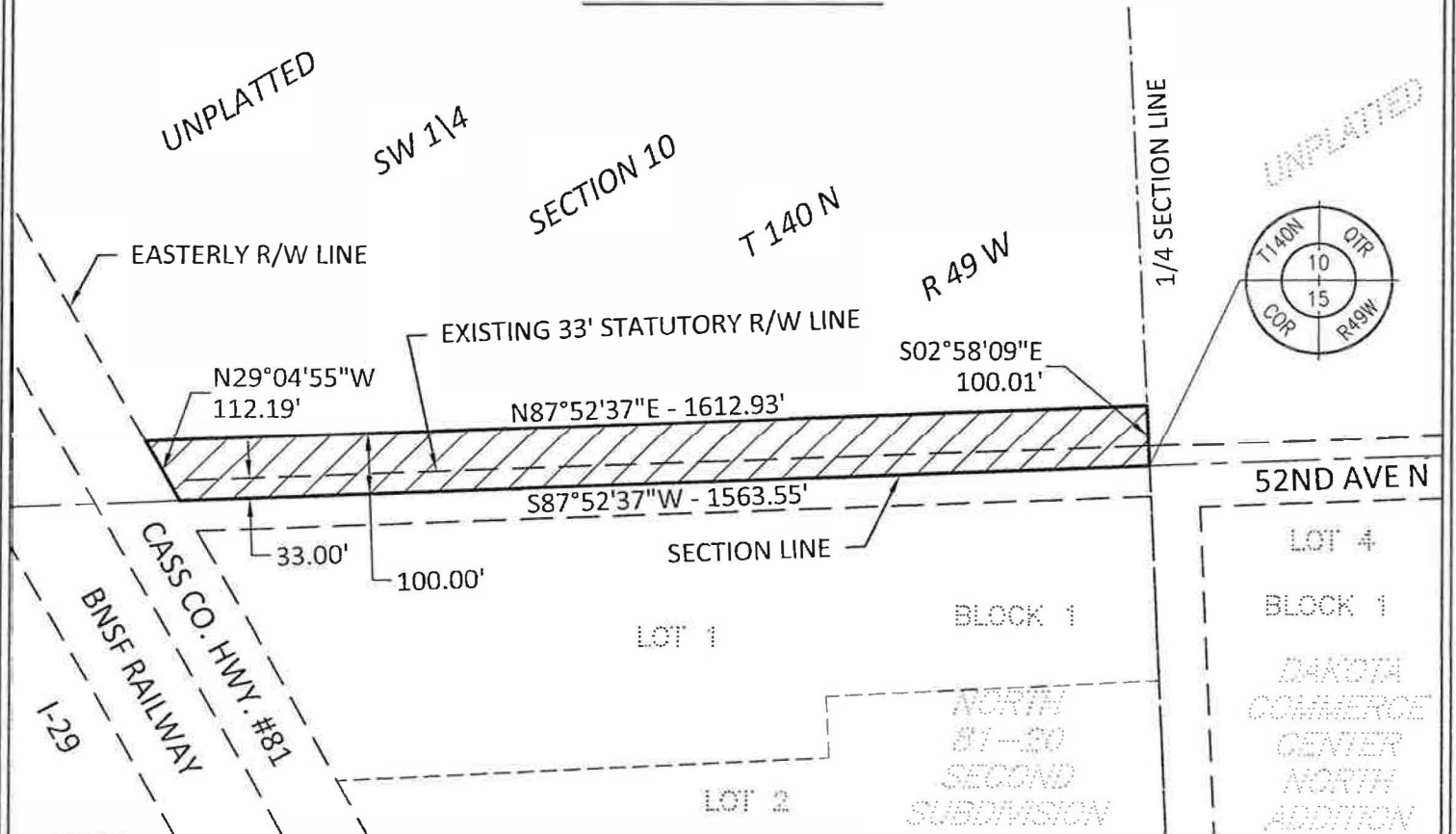
Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

EXHIBIT A



Description:

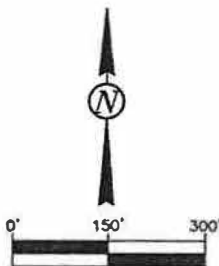
A tract of land in the Southwest Quarter of Section 10, Township 140 North, Range 49 West of the Fifth Principle Meridian, Cass County, North Dakota, more particularly described as follows:

The southerly 100.00 feet of said Southwest Quarter of Section 10 bounded on the west by the easterly right-of-way line of Cass County Highway #81.

Said tract contains 158,824 square feet, more or less; of which 51,866 square feet is the existing 33-foot wide statutory right-of-way.

LEGEND

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



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



ENGINEERING DEPT.

PERMANENT EASEMENT

SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 140 NORTH,
RANGE 49 WEST, FIFTH PRINCIPLE MERIDIAN, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JLG

APPROVED BY: BWV

DATE: APRIL 9, 2025

SHEET 1 OF 1

EXHIBIT A

UNPLATTED

SW 1/4

SECTION 10

T 140 N

R 49 W

UNPLATTED

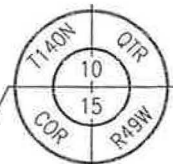
EASTERLY R/W LINE

100.00'

200.00'

EXISTING 33' STATUTORY R/W LINE

1/4 SECTION LINE



52ND AVE N

SECTION LINE

LOT 1

BLOCK 1

LOT 4
BLOCK 1DAKOTA
COMMERCE
CENTER
NORTH
ADDITIONNORTH
81-20
SECOND
SUBDIVISION

LOT 2

Description:

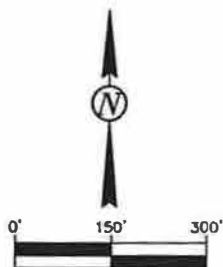
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The northerly 100.00 feet of the southerly 200.00 feet of said Southwest Quarter of Section 10 bounded on the west by the easterly right-of-way line of Cass County Highway #81.

Said tract contains 163,763 square feet, more or less.

LEGEND

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



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



ENGINEERING DEPT.

TEMPORARY EASEMENT

SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 140 NORTH,
RANGE 49 WEST, FIFTH PRINCIPLE MERIDIAN, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JLG

APPROVED BY: BWW

DATE: APRIL 9, 2025

SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1404910\BN-25-C1\BN-25-C1.dwg

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **M&P Holdings LLLP**, a North Dakota limited liability limited partnership, 3217 Fiechtner Dr S, Ste D, Fargo, ND 58103, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other related public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in the Southwest Quarter of Section 10, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows:

The southerly 100.00 feet of said Southwest Quarter of Section 10 bounded on the west by the easterly right-of-way line of Cass County Highway #81.

Said tract contains 158,824 square feet, more or less; of which 51,866 square feet is the existing 33-foot-wide statutory right-of-way

("Permanent Easement Area").

The Permanent Easement Area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 16th day of July, 2025.

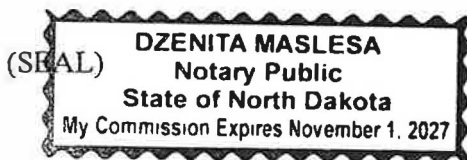
GRANTOR:

M&P Holdings LLLP, a North Dakota limited liability limited partnership

By: Thomas McInnes
Its: General Partner

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 16th day of July, 2025, before me a notary public in and for said county and state, personally appeared Thomas McJones, known to me to be the General Partner of M&P Holdings LLLP, the Grantee described in and that s/he executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.



Rozetta Maslesa
Notary Public
My Commission Expires: **November 1, 2027**

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

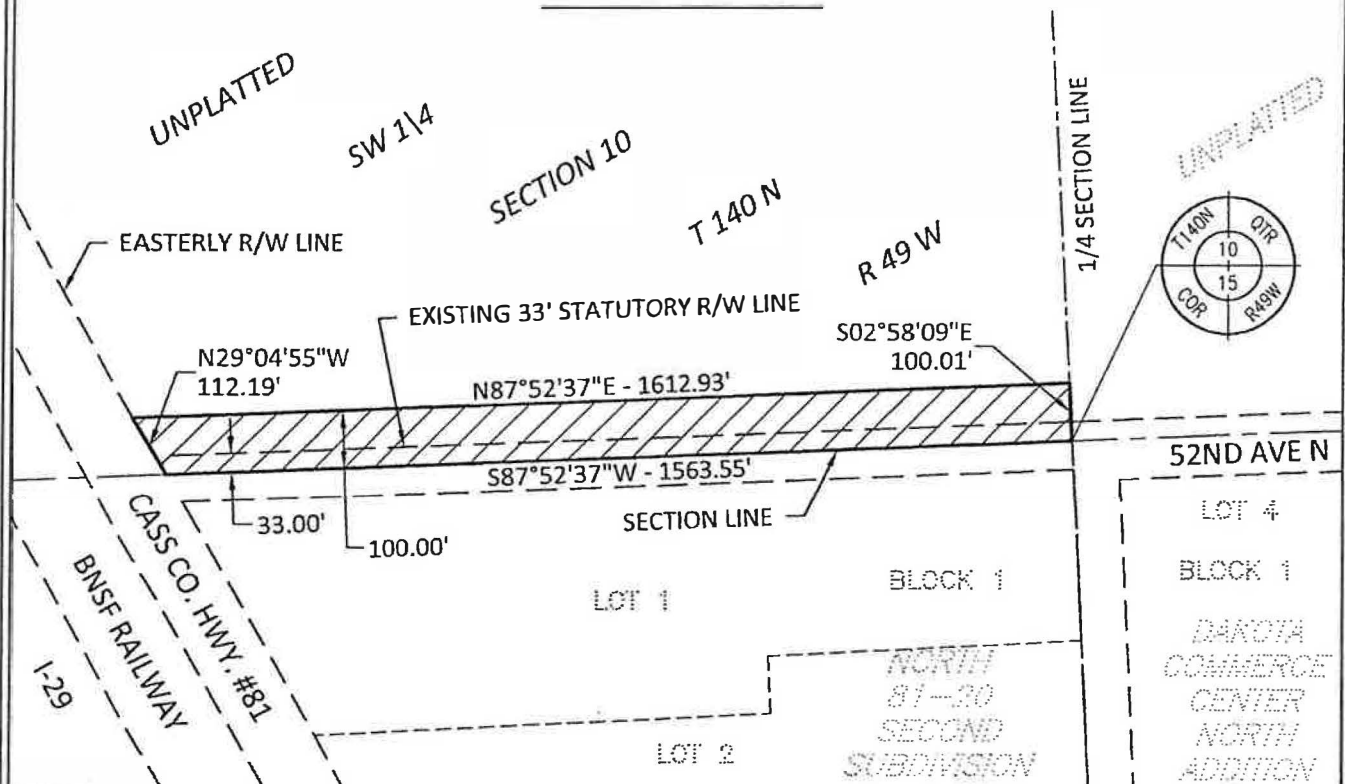
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering
225 4th Street North
Fargo ND 58102
(701) 476-6638

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

EXHIBIT A



Description:

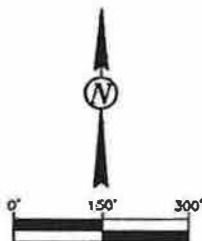
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Said tract contains 158,824 square feet, more or less; of which 51,866 square feet is the existing 33-foot wide statutory right-of-way.

LEGEND

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



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



ENGINEERING DEPT.

PERMANENT EASEMENT

SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 140 NORTH,
RANGE 49 WEST, FIFTH PRINCIPLE MERIDIAN, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JLG

APPROVED BY: BWW

DATE: APRIL 9, 2025

SHEET 1 OF 1

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **M&P Holdings LLLP**, a North Dakota limited liability limited partnership, 3217 Fiechtner Dr S, Ste D, Fargo, ND 58103, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tracts being described as follows:

A tract of land in the Southwest Quarter of Section 10, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

The northerly 100.00 feet of the southerly 200.00 feet of said Southwest Quarter of Section 10 bounded on the west by the easterly right -of-way line of Cass County Highway #81.

Said tract contains 163,763 square feet, more or less.

The easement area is pictorially represented on the attached Exhibit A.

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

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

This Easement shall terminate on October 31, 2026, or upon completion of the construction project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 16th day of July, 2025.

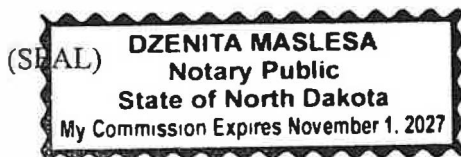
GRANTOR:


M&P Holdings LLLP, a North Dakota limited liability limited partnership


By: Thomas McInnes
Its: General Partner

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 16th day of July, 2025, before me a notary public in and for said county and state, personally appeared Thomas McInnes, known to me to be the General Partner of M&P Holdings LLLP, the Grantee described in and that s/he executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.




Notary Public
My Commission Expires: November 1, 2027

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

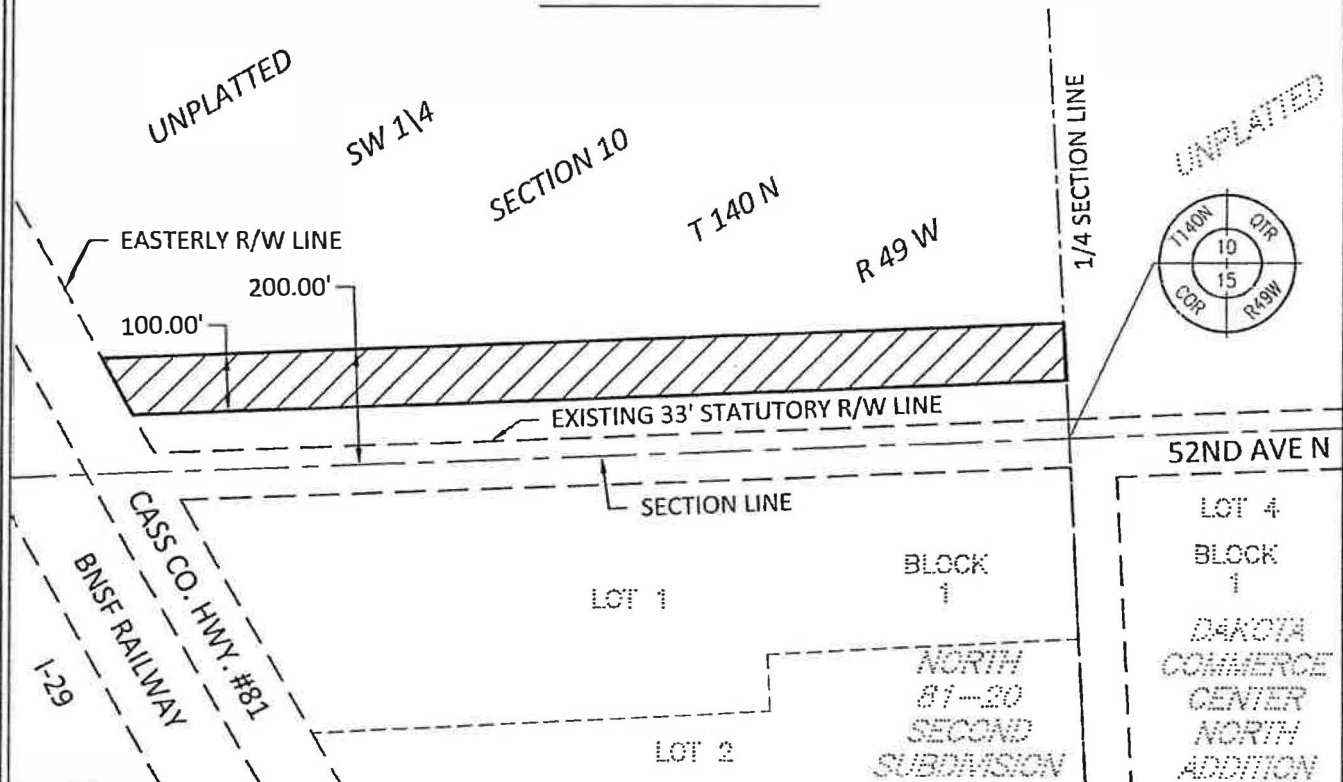
(SEAL)

Notary Public
My Commission Expires:

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

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

EXHIBIT A



Description:

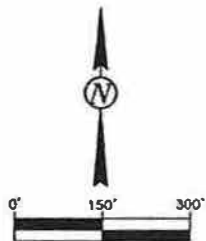
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LEGEND

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



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

THE CITY OF
Fargo
FAR MORE

ENGINEERING DEPT.

TEMPORARY EASEMENT

SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 140 NORTH,
RANGE 49 WEST, FIFTH PRINCIPLE MERIDIAN, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JLG

APPROVED BY: BWW

DATE: APRIL 9, 2025

SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1404910\8N-25-C1\8N-25-C1.dwg



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: July 16, 2025

Due to timeline constraints, FAHR did not meet on July 14th; however, we are providing a request of a position reduction, donation acceptance, and grant acceptance.

Members of FAHR endorsed these requests:

Action Needed: Health – Request Reduction of Job Position
See Memo.

SWAT – Donation Acceptance
See Memo. Sniper Training

Information Services – Grant Acceptance
See Memo. IJJA grant acceptance.



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

FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR / BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 8, 2025

RE: REQUEST REDUCTION OF JOB POSITION

Fargo Cass Public Health nursing division is requesting the reduction of a full-time Home Health Aide position. This position is a full-time regular position, current pay is grade 6, step 7 which is \$22.63 per hour.

Fargo Cass Public Health will retain six part-time Home Health Aide and three full-time Home Health Aide positions.

Suggested Motion:

Move to approve the reduction of one full-time regular position of Home Health Aide.

JF/lis
Attachment



RED RIVER VALLEY S.W.A.T.

MEMORANDUM

To: F.A.H.R. Committee

From: LT Tom Shaw, Red River Valley SWAT Commander

Date: 07/08/2025

RE: Red River Valley SWAT Donation for Sniper Training

A generous donor has provided a check for \$1,564.56 to the Red River Valley SWAT team designated to support three Fargo Police Department members as they attend the Sniper Competition in Superior, WI on July 17, 2025. This funding will cover their entry fees, per diem, and lodging.

The Sniper Competition is a long-standing event that the Red River Valley SWAT snipers have participated in previously. Although it is promoted as a competition, the event offers valuable training opportunities for the attendees. The skills necessary for participation align with the training that Red River Valley SWAT snipers develop throughout the year.

Currently, the Red River Valley SWAT team's training budget cannot accommodate the costs associated with this competition. This donation is essential for enabling their participation. Please see the attached letter from the donor designating the funds be used for the Superior Sniper Competition.

Recommended Motion:

Approve acceptance of the aforementioned donation and place funds in the following expense account

Expense Accounts:

216-5016-411.59-50 (Training) - \$1,564.56



6-16-2025

Fargo Police Dept

We are pleased to make this donation of
\$1564.56 to fund Fargo Police Employees
assigned to the Red River SWAT to attend
the Superior Sniper Competition in July.

We appreciate everyone's hard work to
keep everyone safe.

Thank-you
Dave + Judy Wagner
Wagner

JUDITH A WAGNER
DAVID H WAGNER

12-2/750

8905

DATE

6-16-2025

FMP



PAY TO THE ORDER OF

Fargo Police Dept

\$1564.56

One thousand five hundred sixty four and 56/100

DOLLARS

Heat
Reactive
Ink

usbank.

MEMO

SWAT Training Donation

Wagner

MP

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



Information Services
Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
www.FargoND.gov

July 10, 2024

Honorable Board of
City Commissioners
City of Fargo
225 4th St N
Fargo, ND 58102

Dear Commissioners;

Under the Infrastructure Investment and Jobs Act (IIJA) framework, the Federal Government has allocated funds to each state to distribute in 2025 and beyond. The grant is limited to unfunded cyber initiatives.

In the November 12, 2024 Commission Meeting, the Commission authorized IS applying for the FY24 State and Local Cybersecurity Grant Program under CFDA #97.137 managed by North Dakota Department of Emergency Services.

The approval was to apply for \$385,500 [Federal Portion: \$269,850 | Local Portion: \$115,650]. The State approved 7 items.

Below is a list of what was authorized in our request:

	<u>Grant Request</u>
48 Network Switches	\$79,680
Wing Security - External / cloud monitoring	\$25,000
FortiDeceptor (4 - DMZ, SignSignal, WT, WR)	\$16,000
Palo Alto CASB / SaaS licensing	\$27,000
Palo Alto DLP	\$11,000
Internal Pen Test (external firm)	\$30,000
External Pen test	<u>\$14,000</u>
	\$202,680

Below is the cost share breakdown for the grant requests:

70%	Federal	\$141,876
30%	Local	\$60,804

Revenue					
<u>Percent</u>	<u>GL</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>Total</u>
70	101-0000-331.14-50	\$106,643	\$26,367	\$8,866	\$141,876
30	Local Match	\$45,704	\$11,300	\$3,800	\$60,804
					<hr/> 202,680

<u>Percent</u>	<u>Expense</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>Total</u>
100	101-0520-409-74-11	\$79,680			\$79,680
100	101-0520-409-74-12		\$25,000		\$25,000
100	101-0520-409-74-11	\$16,000			\$16,000
100	101-0520-409-74-12	\$9,000	\$9,000	\$9,000	\$27,000
100	101-0520-409-74-12	\$3,667	\$3,667	\$3,666	\$11,000
100	101-0520-409-34-15	\$30,000			\$30,000
100	101-0520-409-34-15	\$14,000			\$14,000

Suggested Motion:

Move to approve the award from ND Department of Emergency Services for \$202,680 under CFDA #97.137 and to make the appropriate budget adjustments to allocate the funds to the Information Services accounts.

Thank you,



Ron Gronneberg
CIO



26

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
JF
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 3, 2025

**RE: RFP25146 STRATEGY MANAGEMENT SOFTWARE AND
CONSULTANT SERVICES**

Fargo Cass Public Health has concluded it's RFP25146 and has identified the most appropriate software to provide the onsite training and strategic management consultation that was required along with being FedRAMP certified for their data dashboard. AchieveIt, the chosen vendor, will provide the services in the amount of \$30,000 for the first year's implementation. The annual fee for the next two consecutive years of service will be \$20,000 annually. These costs will be covered fully through the Workforce Development grant.

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

Suggested Motion:

Move to approve RFP 25146 selection of AchieveIt.

JF/lls
Attachment



RESPONSE FOR FARGO CASS PUBLIC HEALTH DEPARTMENT RFP STRATEGIC PLAN DASHBOARD AND PROGRESS MONITORING

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7. Security Overview

Name: Richard Cunningham

Title: Government Market Director

Date: 05/05/25

Cover Letter:

Dear Fargo Cass Public Health Department,

Thank you for considering Achievelt as the solution for improving your performance management strategy & execution dashboard monitoring processes. I appreciate the time you have taken to review this proposal, and I'm excited to show how our platform can help address the challenges you have been experiencing.

During our discussions, we covered how many organizations struggle with executing plans effectively, which results in a lack of visibility, alignment, accountability, and collaboration. Achievelt was specifically designed to address these challenges and help companies like yours achieve their key objectives.

Our platform provides a streamlined status update process and gives you real-time visibility into progress. With our dashboards, you can quickly assess what is on track, off track, and needs attention, across multiple plans, teams, and people. Achievelt also enables ways to help you tie activities to results, including displaying clear alignment and accountability. Additionally, we provide ongoing guidance to ensure that you stay on track throughout the process.

Through working with organizations such as Rhode Island Department of Health, San Joaquin County Public Health Services, Santa Barbara County Public Health Department, Marion County Public Health Department, Charles County Health Department, Oldham County Health Department, Missouri Department of Health and Senior Services, Cascade City Health Department, Montana Department of Public Health & Human Services, Douglas County Health Department NE, Lincoln County, Oregon Health Department, Oklahoma State Department of Health, Tulsa Health Department, and Delaware County Public Health Department, PA.

We understand that every organization is unique, and we are committed to tailoring our services to meet your specific needs. Our team is dedicated to providing you with personalized support to help you achieve your goals.

Thank you again for your time and consideration. We look forward to the opportunity to work with you and your team to drive success for your organization.

Sincerely,

Richard Cunningham

Government Market Director

rcunningham@achieveit.com

References:

Rynn Schumacher – Deputy Director

Santa Barbara County Public Health Department

RSchumacher@sbcphd.org

Marilyn Trevino- Performance Excellence

Montana Department of Public Health & Human Services

MaTrevino@mt.gov

406.417.9509

Proposal Narrative

At AchieveIt, we understand that effective planning and execution requires more than just good software. We offer a unique approach to partnering with our customers, enhancing existing processes and plans in a way that aligns with your organization.

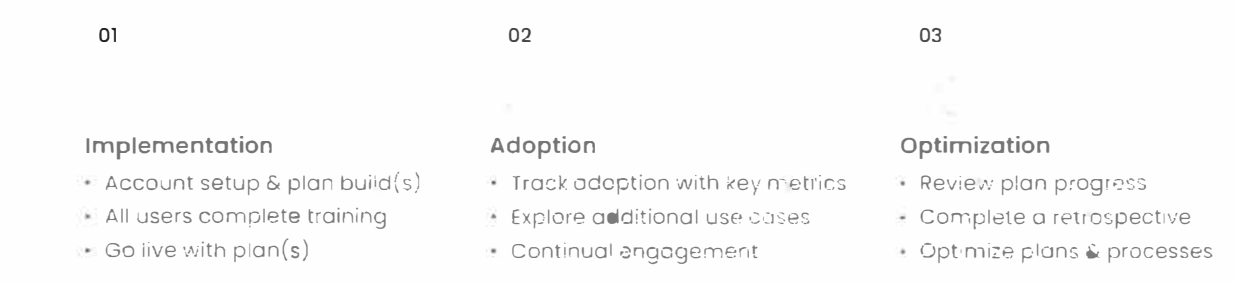
Your success is our priority, and our refined approach ensures a smooth implementation with tangible results. Through close collaboration, we develop a customized Success Plan to keep us focused on achieving your goals. Given our work with other health departments, we're confident in ensuring success at Fargo Cass Public Health Department.

This Scope of Work (SOW) for the AchieveIt Pro Plan outlines the deliverables for the implementation and ongoing support of the AchieveIt platform. This will serve as our foundational agreement to ensure alignment regarding implementation requirements and ongoing expectations.

Implementation /Project Timeline Overview

Engagement Plan

When we begin a partnership, we're committed to your success for the duration of our agreement, not just implementation. At a strategic level, our engagement with customers involves three key phases:



Implementation Plan

We prioritize equipping you with the necessary resources for long-term success. With a dedicated CSM, Strategy Consultant, and product support, we ensure a seamless onboarding process and ongoing plan and process optimization.

The provided timeline below offers a good overview of key milestones in implementation. We will tailor a specific timeline to meet your organization's specific needs and goals. On average, clients are up and running in 4-8 weeks (typically 4-6 weeks).



Proposal Investment Cost and Fees:

Description	Type	Qty	Price	Total
Implementation + Onsite Launch Implementation services including onsite kickoff day and trainings	One-Time	1	\$0.00	\$0.00
Pro Plan - Full Access User License Any user with Full Access permissions to the AchieveIt Pro platform	Annual	20	\$1,500.00	\$30,000.00
Pro Plan - Software & Support Includes the AchieveIt platform Pro Plan features and services	Annual	1	\$0.00	\$0.00
			Total	\$30,000.00

*This table above reflects the annual investment over a 3 year term.

Description of Services

This Scope of Work (SOW) for the AchieveIt Pro Plan outlines the deliverables for the implementation and ongoing support of the AchieveIt platform. This will serve as our foundational agreement to ensure alignment regarding implementation requirements and ongoing expectations.

Overview of Staff

ACHIEVEIT ACCOUNT TEAM BIOGRAPHIES



Richard Cunningham

Government Market Director

Richard is a British native now living full time in the US. During a career spanning over 25 years Richard has worked with clients spanning the Federal Government to Fortune 500 companies. As Government Market Director at AchieveIt, Richard helps State & Local Governments and Higher Education institutions execute their strategic initiatives in the American Northeast region.



Joe Krause

Senior Vice President, Strategy Consulting

Over the past 11 years, Joe has helped our clients execute thousands of strategic, operational, and project plans. Joe is passionate about helping teams drive toward successful business outcomes with a focus on practical, easy to use advice. Joe graduated from Seton Hall University with a Bachelor of Arts in political science and a obtained a Master's of Science in Healthcare Communication from Boston University. Joe is recently completed his studies at Rutgers University where he obtained a Masters in Business Administration with a concentration in Finance.

achieveit UPPER MERIDEN, CT 06450

Your AchieveIt Team:

Customer Success Manager: Primary point of contact leading the ongoing relationship including status calls, training, report and dashboard setup, and technical support.

Strategy Consultant: Expert in strategy execution best practices, leading plan readiness, implementation workshops, and providing additional guidance as needed.

Account Executive: Responsible for facilitating future growth and addressing any contract-related queries.

Deliverables:

Software Capabilities

AchieveIt Software Platform

Unlimited plans & projects

Custom Statuses

Single Sign-On (SSO)

Integrations

Implementation Services

Implementation planning calls

10 Plan loads

Data Migration

User Training & Certification

Onsite Kickoff & Training Day

Execution Fundamentals Workshop

Initial Plan Readiness Service – Either Plan Optimization or Plan Facilitation, as determined by the customer and Strategy Consultant

Ongoing Support:

Designated Customer Success Manager

Strategy Consultant

Bi-Weekly Status Calls

Annual Refresher Trainings

Semi-Annual Dashboard Creation & Optimization

Monthly Strategy Calls

Semi-annual Business / Plan Review

Working Sessions

Annual Plan Readiness Service

Overview of Product

General Requirements

Project Purpose and Objectives

- ✓ Improve efficiencies with communications to our clients.
- ✓ Provide a dedicated strategic planning consultant.
- ✓ Provide integration with current CHA/CHIP software.
- ✓ Reduce labor effort required for manual entry.
- ✓ Capabilities to email with Microsoft Outlook Office 365.

The successful Proposer shall provide:

1. All software, programming, documentation, materials, products, tools, transportation, training materials, personnel, technical knowledge, and project management skills necessary to implement a solution as outlined in this solicitation.

Answer: Yes, Achieveit possesses all software, programming, documentation, materials, products, tools, transportation, training materials, personnel, technical knowledge, and project management skills necessary to implement a solution as outlined in this solicitation.

2. The system shall be a Software as a Service with no on-premises hardware or software elements.

Answer: Yes, Achieveit is a Commercial Off-the-Shelf Software as a Service that requires no on-premises hardware or software elements.

3. The system shall be FedRAMP authorized for low impact at a minimum.

Answer: Yes, Achieveit is FedRAMP Low Impact Certified.

4. The system shall allow unlimited storage of attachments/documents at no additional cost.

Answer: Yes, Achieveit provides the customer with unlimited amount of storage of attachments/documents at no additional cost.

5. The system shall provide bundled implementation services (at no additional cost) with support from both a dedicated Customer Success Manager (CSM) and dedicated Strategy Consultant (SC) to complete the following: up to 5 plan reviews, up to 5 complimentary plan loads, independent training for all champions, training for all users, 1 execution fundamentals workshop, and ongoing (CSM/SC) support throughout the duration of the contract.

Answer: Yes, Achieveit provides bundled implementation services (at no additional cost) with support from both a dedicated Customer Success Manager (CSM) and dedicated Strategy Consultant (SC) to complete the following: up to 5 plan reviews, up to 5 complimentary plan loads, independent training for all champions, training for all users, 1 execution fundamentals workshop, and ongoing (CSM/SC) support throughout the duration of the contract.

6. The solution shall have off-the-shelf capability, requiring no custom configuration for the end user to access and begin using, that will provide the following:

- Automated email alerts to stay up to date on changes, deadlines, and updates that includes a unique landing page for users to provide updates, view consolidated list of updates for all “Assigned To” items in one view, update items individually without the need to review all items before submitting, review previous updates, and eliminates the need to login to update.

Answer: Yes, Achievelt provides an off-the-shelf capability that provides the customer with automated email alerts to stay up to date on changes, deadlines, and updates. Achievelt includes a unique landing page for users to provide their updates and view a consolidated list of updates required for all “assigned to” items in one view. Achievelt allows the users to update items individually without the need to review all items before submitting, review previous updates, and does not require the user to login to do so.

- Integrated plan management by linking multiple stand-alone-strategic plans to a single enterprise plan and providing off-the-shelf visualization of how the integrated plans are linked. Integrated plan management allows you to track the resources, risks, changes, quality, and schedules across all key projects and plans all within the same interface.

Answer: Yes, Achievelt provides an off-the-shelf capability that allows the customer to link multiple stand-alone-strategic plans to a single enterprise plan to achieve integrated plan management. Achievelt’s tree-view is an off-the-shelf capability that allows the customer to visualize how the integrated plans are linked. Achievelt allows the customer to track the resources, risks, changes, quality, and schedules across key projects and plans all within the same interface.

- Capability to show visualization of any plan in a tree view/structure and overall plan hierarchy that allows users to easily add and adjust plan items via drag and drop functionality.

Answer: Yes, Achievelt’s Tree-View is an off-the-shelf capability that provides the customer with the visualization of the structure of any plan and overall plan hierarchy that allows the customer to easily add and adjust plan items via drag and drop functionality.

- Allows plans to link to other plans & will be displayed in tree view format.

Answer: Yes, Achievelt has an off-the-shelf capability that allows plans to link to other plans & will be displayed in a tree view format.

- Provide a comprehensive audit trail on each item that is tracked within a plan that includes each time an update is provided, a comment is made, or if a file has been attached.

Answer: Yes, Achievelt has the off-the-shelf capability that provides the customer with a comprehensive audit trail on each item that is tracked within a plan to include each time an update is provided, a comment is made, or if a file has been attached.

- Provide the customer a place to build new items before adding them to a plan using drag and drop functionality.

Answer: Yes, Achievelt has an off-the-shelf parking lot feature that will provide the customer with a place to build new items before adding them to a plan. When the customer is ready to add the parking lot item to the plan, they can use Achievelt's drag and drop functionality to place the parking lot item to its appropriate location within the plan.

- Provide a plan that can be filtered by date, status, assigned user, member, item name, or tags.

Answer: Yes, Achievelt provides an off-the-shelf Gantt chart view that provides the customer visibility into the timeline of each plan and each plan item. Achievelt allows the customer to filter the Gantt chart view by date, status, assigned user, member, item name, and tags.

- Allow for edits and modified hierarchy within the tree view through an item library that will reflect across the entire plan when edits or modifications are made in real time- if they have admin access on the plan.

Answer: Yes, Achievelt provides the off-the-shelf capability that allows the customer (with admin access to that plan) to edit and modify plan hierarchy within the tree view through an item library that will reflect cross the entire plan when edits or modifications are made in real time. This ensures only those who need to make an edit have the ability to as the system is permissions based.

- Allows users the ability to view all plans in one central dashboard and the functionality to filter the dashboard by plan, assigned to user, alignment, item status, members, tags, or plan levels.

Answer: Yes, Achievelt's Multi-Plan View is an off-the-shelf reporting view that allows the customer to view all plans in one central dashboard. The Multi-Plan View allows the customer to filter the dashboard by plan, assigned to user, alignment, item status, members, tags, and plan levels.

- Provides users with a user specific dashboard that displays all items assigned to them with the functionality to filter by plan, item status, upcoming/past item due date, late/pending item update, or tags.

Answer: Yes, Achievelt's My Dashboard is an off-the-shelf view that provides the customer's users with a user specific dashboard that displays all items assigned to them with the functionality to filter by plan, item status, upcoming/past item due date, late/pending item update, or tags.

Requirements

1. Ability to provide automated email alerts to stay up to date on changes, deadlines, and updates that includes ease of access elements that eliminates log in requirements due to email-based prompt.

Answer: Yes, Achievelt sends automatic email alerts to get updates from people seamlessly, and they don't have to login separately to provide the update. They can do so from the email landing page or mobile app as well which is why we are confident in user adoption.

2. Ability to achieve integrated plan management of multiple stand-alone strategic plans that link data metrics and priorities to a single plan.

Answer: There is many software tools designed to help teams organize and collaborate around a single plan or project. But when an organization is managing critical initiatives, there's never just a single plan. Plans are typically integrated and

span across departments and locations – each with their own individual plans being managed in different tools and reporting in different formats. Project management and strategic planning tools are simply not built for plans that are intertwined and share resources.

Achievelt is the only Integrated Plan Management solution on the market today that can align the highest-level initiatives and plans down to the individual tasks that drive their execution. All other software falls short in this area, causing gaps across the organization; forcing them to rely on multiple systems to try and connect the dots.

Achievelt provides a single solution and source of truth throughout the organization and visibility into all levels of plans and projects while automating the data collection and reporting process.

3. Ability to provide real-time progress reporting that provides a simple to view dashboard or visual representation of progress for executive level review.

Answer: Yes, Achievelt has real-time reporting through different views as well as unlimited scorecards and dashboards that provide visual representation for an executive summary as well as more stakeholders. We not only show metric data in dashboards but also the context needed to make decisions effectively.

4. Ability to provide customizable dashboards for executives and front-line users.

Answer: Yes, you can create and customize dashboards for all users and create different dashboards for individuals, teams, departments, service lines or executive leadership for example.

5. Ability to utilize any methodology we use for planning internally.

Answer: Yes, Achievelt is flexible to accommodate different methodologies and we're happy to provide best practices around them as well if helpful.

6. Ability to store metrics associated with various items and display the progression or regression of these metrics in an easy-to-understand summary or dashboard.

Answer: Yes, Achievelt allows you to easily view and track metrics over time and leverage dashboards and our “metric view” for all metric data and context.

7. Ability to provide an intuitive interface to build planning structures for tasks and organizations levels and between organizations that use the same product.

Answer: Yes, Achievelt offers a very intuitive interface that allows a user to easily build out plans and create templates. This is true whether working within a single team or multiple locations.

Definitions/Enhanced Software Capabilities:

- Custom Statuses - Ability to customize the color and name of the standard Achievelt statuses to match your organization's needs.
- Single Sign-On (SSO) - Achievelt Single Sign-On enables your users to securely log in to Achievelt with their company credentials.

Implementation Services:

- Plan load – the initial build of your existing or new plans in the Achievelt system.
- User Training & Certification - training for your users, customized to how they will be utilizing the system. Includes trainings for both full administrators and those providing updates.
- Execution Fundamentals Workshop – live workshop that focuses on planning and execution best practices.
- Plan Optimization – workshop led by an Achievelt Strategy Consultant to optimize your plan based on execution best practices. The session is typically conducted onsite and takes approximately 3 – 6 hours. With your plan loaded in Achievelt, your Strategy Consultant will:
 - Share best practices around the 5 key elements every plan should have.
 - Highlight gaps that may exist in your plan and help you fill them in.
 - Identify all areas of the plan that may need adjustment.
 - Work line-by-line with you to help create a complete and highly executable plan.

Ongoing Support:

- Status Call - discussion around product updates, best practices, and ongoing support post implementation.
- Refresher Training - training for your user groups to ensure long term adoption.
- Dashboard Creation & Optimization – your CSM will work with you to create and optimize dashboards that enable important insights for you and your team.
- Strategy Call - discussion around observations and recommendations on current and future strategies to ensure you are getting the most out of the system.
- Business / Plan Review – a review of your adoption, AchieveIt usage, and best practices to advise how to more effectively execute your strategies.

This Scope of Work is mutually acknowledged and approved by both parties upon signature of the sales order. Any alterations to the scope will be documented through a formal change request process.

See additional case studies here: <https://www.achieveit.com/resources/case-studies/>

Please see our Strategy Gap podcast featuring clients and general experts in the strategy execution space here: <https://www.achieveit.com/strategy-gap-podcast/>

Competitive Position and Future Commitment

- **Professional services** (not just implementation training and guidance which of course you do get with your **Customer Success Manager**, but you also get an actual strategy platform consultant helping make sure you're successful in adoption and hitting your goals by sharing ways other clients may structure dashboards or report out for example amongst other best practices and webinars we have)
- **We also load a number of your plans into the system for you for ease of getting started** (you'll know how as well as it's very simple, but we do this to help)

- Roughly 4-8 weeks to get your teams fully up and running – we are ready when you are and it's mostly a matter of scheduling on your side
- Includes 1 hr **Execution Fundamentals workshop** for the broader user group so everyone is on the same page as far as execution best practices and how this has helped similar clients so they are all excited about bought in to this right at the start!
- **Ease of updates on progress:** This is a big differentiator because no other system sends an email that is not just a reminder, but that ALSO allows the owner to click the link and provide an update directly in their landing page WITHOUT being required to go proactively log in separately. It seems small but this makes it very easy to use, in turn making sure people update (and they enjoy doing so here instead of getting calls or other emails asking for an update since its now one central version of truth) and you get the reports & dashboards you need.
- **Cross plan visibility:** This is the ability to provide links from a project or plan to a plan to show how an initiative might be impacting both places of the business- only requiring one update that will feed to both plans.
 - Ability to house unlimited plans/projects in Achievelt with custom/flexible nomenclature
 - Easy way to copy over plans and dashboards and make templates as well
- **Context dashboards:** Most dashboards only give you metrics whereas Achievelt gives you the ability to drill in to the context behind it right there on the dashboard page; no having to wait for information, so no delay in decision making.
 - Ability to also drill into historical audit trail of all past progress updates
 - Additional ability to choose to make certain dashboards public facing if you'd like to show your constituents progress on your plan(s)
- **MultiPlan View:** Achievelt's the only system with this specific view with a simple way to look across all plans in once single view and give you a comprehensive state of the union of progress toward results with many filtering options for cross functional views.

- Ability to see progress across all plans in one place & segment by department, functional area or team, location, priority, program, initiative impact, owner, etc.

We are constantly evaluating the needs of our clients and future clients to ensure continued success in planning execution. We even have monthly webinars for our clients on best practices, and quarterly product webinars to go over items on our roadmap, and to get client feedback which we take continuously to prioritize ongoing needs and additions to the platform.

c. Security and Disaster Recovery

Information Security Program

Achievelt adheres to a comprehensive program of risk-driven information security policies with supporting procedures and guidelines. The Information Security Program covers all aspects of the production, development, and corporate environments as well as vendor risk, customer and corporate data security, business continuity planning, and personnel management.

Responsibility for the Information Security Program

The Achievelt Security Governance Committee (SGC) is ultimately responsible for defining, implementing, and monitoring the Information Security Program. The SGC is comprised of executive management, technology leadership, and other business function leaders. The SGC meets at least quarterly to review Achievelt's Risk Management and Information Security Programs, approve policies, and to address security and risk matters. The SGC also selects Achievelt's independent security assessors and reviews their reports.

Documented security policies and procedures

A key element of our Information Security Program are the policies and procedures that define our security controls. The SGC is responsible for these policies and for working with our Operations, Customer Engagement, and other groups to craft procedures that allow them to accomplish their tasks while protecting our customers' data.

Incident response

Achievelt maintains a formal program for Security Incident Reporting and Security Incident Response. Policies define our standards and guidelines of the program, with documented procedures that detail handling, communication and reporting to clients, regulators, and

law enforcement. Potential security incidents can be reported by email to support@achieveit.com.

Privacy policy

Achievelt's privacy program is designed and operated to comply with applicable requirements for the regions in which we do business. Our privacy policy is available at <https://www.achieveit.com/privacy-policy>.

Reviewing Achievelt's Information Security Policy

Our detailed security policy is available to Achievelt customers who have signed a non-disclosure agreement.

Independent Assessments and Authorizations

SOC 2

Achievelt completes an annual SOC 2 Type 2 audit covering the security, availability, and confidentiality trust services criteria. Our most recent audit was completed on March 12, 2021 and contained no exceptions. Our hosting provider, Microsoft Azure, also maintains SOC 1 and SOC 2 compliance.

FedRAMP

Achievelt has received an Authority to Operate (ATO) under the Federal Risk and Authorization Management Program (FedRAMP) at the Low Impact level. United States federal government agencies and some US state and local governments may elect to have their Achievelt service hosted in a dedicated FedRAMP-authorized environment. Achievelt's production applications are hosted in Microsoft Azure regions that have their own FedRAMP High Impact ATO. You can find more information about Achievelt's ATO on the FedRAMP Marketplace: <https://marketplace.fedramp.gov/#!/product/achievelt>.

PCI DSS

Achievelt does not collect or store any payment data and is, therefore, not subject to PCI certification. Our policies and practices do, however, generally align with the PCI DSS.

HIPAA and HITECH

Achievelt does not collect or store medical records or any other personal health information (PHI) and we therefore have not undergone audits for each of these privacy programs.

Data Security

Separation of environments and segmentation within environments

Achievelt follows industry best practice guidelines in the design and implementation of our infrastructure security program. We use zones to separate our production, development, and corporate networks from each other. We further segment networks within each zone to apply granular security and audit controls appropriate to each function.

Data hosting location

Achievelt utilizes Microsoft's Azure infrastructure platform. All data is hosted in Azure's United States data centers. The company also uses a fully independent Azure site to provide additional capacity and to facilitate our business continuity and disaster recovery plans.

Data encryption

All data sent to and stored in Achievelt is encrypted using strong modern encryption. All requests to the Achievelt application are forced to use HTTPS using TLS 1.2. All data is encrypted at rest using the AES 256 algorithm.

Data access

Achievelt follows the principle of least privilege for all entitlement systems. We implement this using role-based access control (RBAC) and enforce this in our production environments using a privilege management system. This system ensures that Achievelt personnel have the entitlements they need for their role, but only those entitlements. No production data is ever moved or copied to a non-production environment.

Employee equipment and authentication

Achievelt employee computers have disk encryption enabled and antivirus and antimalware applications installed that are centrally managed and monitored. User logins to any system that is connected to a production environment or holds customer data use strong passwords that meet corporate password complexity requirements and require multi-factor authentication.

Application Security

Secure development and deployment practices

Achievelt employs an agile software development methodology. All requirements, acceptance criteria, developer assignments, code changes, deployment activity and release planning are conducted through a set of centralized tools that require multiple reviews and approvals to move to each stage in the process.

System change management

Achievelt's change management program is a formal process for requesting, testing, approving, and promoting changes to our production environments. Where possible, we manage system infrastructure as code that follows the same rigorous tracking, scanning, review, and release control as application code.

Vulnerability scanning

Achievelt performs both manual security reviews and automated vulnerability scanning. Each pull request is automatically scanned for source code security vulnerabilities and baseline coding standards. All libraries and dependencies are scanned on a scheduled basis for published vulnerabilities. Finally, the applications running on all production and QA environments are deep scanned for vulnerabilities using dynamic application security testing, including OWASP Top 10 security risks.

Personnel and Training

Background checks

All employee candidates, regardless of role, are subject to a thorough background investigation by Achievelt prior to employment. This investigation includes criminal records search, residence verification and verification of employment.

Employee confidentiality and acceptable use

All personnel sign non-disclosure and confidentiality agreements prior to beginning employment. Achievelt personnel annually attest to follow our Acceptable Use Policy and our Confidentiality Agreement.

Security and privacy awareness training

Achievelt has integrated security and privacy awareness into employee onboarding and ongoing training, beginning with required non-disclosure and confidentiality agreements, the setting of expectations of conduct in the employee handbook, mandatory security and privacy awareness training and testing upon hire, secure coding and build procedures, ongoing awareness programs and feedback from monitoring systems.

Termination and role change procedures

Formal procedures for employee separation and role changes are defined to coordinate the applicable tasks between human resources and the Achievelt corporate IT department. The procedures define protocols for scheduled and immediate terminations. The security team conducts regular entitlement audits to verify that accounts for terminated personnel are disabled or deleted. Each corporate system is on either a monthly, quarterly, or annual audit schedule based on the operational and information risk level of the system.

Physical Security

All Achievelt production systems and data are hosted in Microsoft Azure US-based hosting facilities that follow rigorous physical security protocols that are audited annually. The security measures in place include perimeter fencing and video surveillance; onsite trained security guards that are staffed 24x7; prior approval for any site visit; two-factor authentication including biometric checks within the data center; full-body metal detection screening; and timed access to only the pre-approved zone in the data center.

Vendor Risk Management

Achievelt performs a risk assessment on each new vendor, contractor, or service provider that we work with using a framework that evaluates both operational and information security risk. Each vendor is required to adhere to security policies and practices that are consistent with our own. We re-assess existing vendors at least annually, and more frequently for our most critical vendors.

Business Continuity and Disaster Recovery

Business continuity program

AchieveIt has a formal business continuity program that encompasses all functions and sites. We conduct Business Impact Analyses upon significant changes to our environment or personnel. We conduct a business continuity exercise at least annually to test and improve the designed and effectiveness of the continuity plan and to ensure that personnel are prepared to execute the plan in the event a true business interruption occurs.

Disaster recovery program

AchieveIt has formal disaster recovery programs for our own corporate systems and the production systems that host customer data. We conduct a full test of our disaster recovery plan for production systems at least once per year.

Backup policy


AchieveIt leverages Microsoft Azure's long-term retention and point-in-time restore services to back up production databases. Point-in-time backups are retained for at least 30 days and provide a recovery time objective of 10 minutes. Long-term backups are retained for at minimum 1 year and in some cases up to 7 years.



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2025

**RE: NOTICE OF GRANT AWARD FROM NDHHS FOR STATE AID
TO LOCAL PUBLIC HEALTH.**
NO: G25.223 CFDA: NA
FUNDS: \$1,798,092
EXPIRES: 06/30/2027

The attached notice of grant award is for Fargo Cass Public Health to continue to provide public health services in accordance with ND Century Code 23-35. This grant will be on the City Commission agenda on July 21, 2025 so it can be returned to the state in a timely fashion.

BUDGET ADJUSTMENT

REVENUE:

State Aid	101-0000-335-85-06	\$8,765.00
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If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award from NDHHS.

JF/lls
Attachment

**Page 1 NOTICE OF GRANT AWARD****NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES**
SFN 53771 (05-2025)

Grant Number G25.223	CFDA Name Not Applicable		CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2025	Grant End Date 6/30/2027
Federal Award Date Not Applicable	Federal Awarding Agency Not Applicable		
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 State Aid to Local Public Health		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4541 Z644 01	
Grantee Name Fargo Cass Public Health		Project Director Jo Gourneau	
Address 1240 25 th Street South		Address 600 East Boulevard Ave, Dept 325	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Jenn Faul		Contact Name Jo Gourneau	
Telephone Number (701) 241-1380		Telephone Number (701) 227-7599	
Email Address jfaul@fargond.gov		Email Address iodawn@nourneau@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$1,798,092	\$0	\$1,798,092
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$1,798,092	\$0	\$1,798,092
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will provide public health services in accordance with North Dakota Century Code 23-35. Grantee will assure the provision of comprehensive programming, including: communicable disease, chronic disease, injury prevention, environmental health, maternal child and family health and access to and linkage with clinical care.			
Reporting Requirements Grantee will submit quarterly expenditures by program and narrative report within 45 days after the end of each quarter through the Program Reporting System (PRS). Expenditure report by program for the quarter ending June 30, 2026, must be received by July 15, 2026. Expenditure report by program for the quarter ending June 30, 2027, must be received by July 15, 2027.			
Special Conditions House Bill 1012 (2025-2027 legislative session) appropriated funding to NDDHHS to provide state aid to local public health units. Quarterly payments will be extended to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award, dependent upon availability of funds provided to NDDHHS.			
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, 2025 to June 30, 2027 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/16/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health Fargo Cass Public Health		Typed Name/Title of Authorized Representative Krissie Mayer, MS, Unit Director Community Engagement	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST:		Steve Sprague, City Auditor	

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.



28

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2025

RE: NOTICE OF GRANT AWARD FROM NDHHS FOR INCREASING
IMMUNIZATION RATES – LOCAL PUBLIC HEALTH.
NO: G25.181 CFDA: 93.268
FUNDS: \$76,448
EXPIRES: 06/30/2026

The attached notice of grant award is for Fargo Cass Public Health to continue their work in increasing the immunization rates. The funding for this award is restricted to \$49,691 until such time as the Federal award is received and processed by NDHHS.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

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

JF/lls
Attachment



Page 106 NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (05-2025)

Grant Number G25.181	CFDA Name Immunization Cooperative Agreement	CFDA Number 93.268
FAIN Number NH23IP922623	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2025
Federal Award Date	Grant End Date 6/30/2026	
	Federal Awarding Agency Centers for Disease Control and Prevention	

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 Immunization Rates – Local Public Health	North Dakota Department of Health and Human Services (NDDHHS) Project Code 2201 S315 36 (Discretionary): \$76,448
Grantee Name Fargo Cass Public Health	Project Director Molly Howell, Immunization Director
Address 1240 25 th Street S	Address 600 East Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 581003-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Jenn Faul	Contact Name Molly Howell, Immunization Director
Telephone Number 701-241-1380	Telephone Number 701-328-4556
Email Address jfaul@fargond.gov	Email Address mahowell@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$76,448	\$0	\$76,448
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$76,448	\$0	\$76,448
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service
Scope of service is defined in Attachment A.

Reporting Requirements
Reporting requirements are defined in Attachment B.

Special Conditions
Funding for this award is restricted to \$49,691 until such time as the Federal award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by CDC. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.
Non-allowable expenses include vaccine, promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, and HHS Grants Policy Statement.

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, 2025 to June 30, 2027 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/16/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul Director of Public Health		Typed Name/Title of Authorized Representative Molly Howell, MPH, Immunization Unit Director Assistant Section Director, Disease Control & Forensic Pathology	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A, Executive Director of Public Health	
ATTEST: _____ Steve Sprague, City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

G25.181
Fargo Cass Public Health
Attachment A
2025 – 2030 North Dakota Local Public Health Increasing Immunization Rates Grants

Scope of Service

The objectives of this grant are in line with the 2025 – 2030 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Notice of Funding Opportunity (NOFO) number 25-0007, Strengthening Vaccine-Preventable Disease Prevention and Response.

Activities: Required activities are shown in **BOLD**.

- **Local public health will assist childcares and schools in accessing immunization records for students and determining compliance with immunization recommendations.**
- **Local public health will use NDHIS data or knowledge of their communities to identify areas or populations with low immunization coverage.** Factors to consider may include:

- Immunization rate differences among vaccines
- Immunization rate differences among age groups
- Insurance coverage rates
- Vaccines for Children (VFC) eligibility rates
- Rurality

Use North Dakota Immunization Information System (NDHIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates and establish immunization coverage goals for the one-year and five-year grant period. Rates could include, but are not limited to:

- Infants
 - 4:3:1:3:3:1:4 series
 - Influenza
- Children (kindergarten entry)
- Adolescents
 - Tdap
 - MCV4 or MCV5
 - HPV
 - Influenza
- Adults
 - PCV15, PCV 20, or PCV21
 - Zoster
 - RSV
 - Influenza
- **Identify a population with low immunization coverage and implement at least one evidence-based strategy to increase immunization rates in that community.**
 - Examples include, but are not limited to:
 - Reminder/recall for immunizations
 - Provider reminders (forecasting)
 - Vaccination programs in WIC settings
 - Implementation of school-located vaccination programs
 - Outreach through immunization coalitions
 - Worksite immunizations
 - **Report activities to increase immunization coverage rates on quarterly activity reports.**
 - Summarize evidence of impact or evaluation results, if available.

- **Applicable staff at the local public health unit will attend monthly NDDHHS Immunization Unit Lunch and Learn webinars and read weekly email updates.**
- Consider additional educational activities, which could include, but are not limited to:
 - Implement educational programs for immunization providers and stakeholders in your area.
 - Participate in other immunization-related webinars.
 - Attend the North Dakota Immunization Conference (if applicable).
 - Report on the number of webinars and/or other educational opportunities held or attended by unit staff on the quarterly activity report.
- Collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).
 - Participate in or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
 - Report on the number of meetings hosted and/or attended on quarterly activity reports.
- Collaborate with points-of-contact (POCs) from the jurisdiction's American Indian (AI) communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, and Indian Health Services to improve vaccination coverage among AI communities.
 - Convene meetings with tribal health and/or Indian Health Services about immunizations.
 - Engage tribes in immunization activities.
 - Report on the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.
- Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of vaccine preventable diseases (VPDs) that are nationally notifiable and reportable in the jurisdiction in accordance with the *CDC Manual for the Surveillance of Vaccine-Preventable Diseases*.
 - If requested, assist the NDDHHS with the investigation and/or response to VPDs.
- Pandemic Influenza Preparedness: Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. Suggested activities include, but are not limited to:
 - Conduct school-located vaccination clinics.
 - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
 - Conduct mass or off-site clinics for vaccination.
 - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
 - Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
 - Report the number and types of partners engaged to promote seasonal influenza vaccination.

G25.181
Fargo Cass Public Health
Attachment B
2025 – 2030 North Dakota Local Public Health Increasing Immunization Rates Grants

Reporting Requirements

Grantee must submit activity reports via a Qualtrics survey and expenditure reports via the Program Reporting System (PRS) at least quarterly. If requesting reimbursement more frequently than quarterly, then Qualtrics surveys must be submitted more frequently in addition to requests for reimbursement in PRS. A link for the Qualtrics survey for the required immunization activity report will be distributed and should be completed prior to submitting requests for reimbursement in PRS.

- Activity report and expenditure report for the period ending September 30, 2025 must be submitted by October 15, 2025.
- Activity report and expenditure report for the period ending December 31, 2025 must be submitted by January 15, 2026.
- Activity report and expenditure report for the period ending March 31, 2026 must be submitted by April 15, 2026.
- Activity report and expenditure report for the period ending June 30, 2026 must be submitted by July 15, 2026.


Reimbursement will be processed upon Department approval of activity reports and expenditure reports.



29

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2025

RE: NOTICE OF GRANT AWARD FROM NDHHS FOR STATE AID –
REGIONAL ENVIRONMENTAL HEALTH SERVICES
NO: G25.208 CFDA: NA
FUNDS: \$80,000
EXPIRES: 06/30/2027

The attached notice of grant award is for Fargo Cass Public Health to provide general environmental health services in underserved areas of FCPH's service area.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

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

JF/lis
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.208	CFDA Name Not applicable	CFDA Number Not applicable
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2025
Federal Award Date Not applicable	Grant End Date 6/30/2027	
Federal Awarding Agency Not applicable		

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 State Aid – Regional Environmental Health Services	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4541 Z644 02
Grantee Name Fargo Cass Public Health	Project Director Jo Gourneau
Address 1240 25 th Street South	Address 600 East Boulevard Ave, Dept 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Jenn Faul	Contact Name Jo Gourneau
Telephone Number (701) 241-1380	Telephone Number 701-227-7599
Email Address jfaul@fargond.gov	Email Address jodawn@gourneau.nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$80,000	\$0	\$80,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$80,000	\$0	\$80,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee's Environmental Health Practitioner will provide general environmental health services in underserved areas of the Grantee's service area. General environmental health services include but are not limited to:

- Inspection of properties, sewer systems and swimming pools,
- Work with local authorities to develop and implement needed environmental health policies and ordinances, and
- Provide public information and education.

Reporting Requirements

Grantee will submit expenditures by program and narrative report at least once per year via the Program Reporting System (PRS).

Expenditure report for the year ending June 30, 2026 must be received by July 15, 2026.

Expenditure report for the year ending June 30, 2027 must be received by July 15, 2027.

Special Conditions

House Bill 1012 (2025-2027 legislative session) appropriated funding to NDDHHS to provide state aid to local public health units. Quarterly payments will be extended to the Grantee during the grant period.

The grant amount may be increased or decreased by amendment to this Notice of Grant Award, depending on the available funds provided to NDDHHS.

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, 2025 to June 30, 2027. [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and
(2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/16/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health Fargo Cass Public Health		Typed Name/Title of Authorized Representative Krissie Mayer, MS, Unit Director Community Engagement	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST: _____ Steve Sprague, City Auditor			

If attachments are referenced, they must be returned with the signed award.


If you did not receive attachments as indicated, contact the Program Director identified above.



30

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2025

**RE: CONTRACT FOR SERVICES WITH FARGO PUBLIC SCHOOL
DISTRICT FOR NURSING SERVICES.
FUNDS: \$1,030,881.91
EXPIRES: 06/30/2027 (THREE YEAR RENEW OPTION)**

The attached contract for service agreement is with Fargo Public School District for nursing services provided by FCPH for the school years July 1, 2025 to June 30, 2027 with a three year renew option available.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this contract with Fargo Public School District.

JF/lls
Attachment

**FARGO PUBLIC SCHOOL DISTRICT
AND FARGO CASS PUBLIC HEALTH
CONTRACT FOR SERVICES**

I. PARTIES

The parties to this facility use agreement (“Agreement”) are Fargo Public School District (“District”) and Fargo Cass Public Health (“Provider”).

II. SCOPE OF THE AGREEMENT

Provider, in exchange for compensation paid by District under this Agreement, shall provide District with services as outlined in the Scope of Services outlined in the Request for Proposals submitted by Provider to District and in accordance with the following attachments:

1. **SERVICES PROVIDED:** See Attachment A (Goals and Objectives)
2. **REIMBURSEMENT:** See Attachment B (Budget)
3. **PROVIDER ASSURANCES:** See Attachment C (Provider Assurances)

III. COMPENSATION – Payments

1. Contractual Amount

The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B-B1). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken during the regularly scheduled school year by the nursing personnel and holiday pay as determined by the City of Fargo.

The provider will attempt to have a per-diem staff to be available for coverage for long-term leave, such as medical leave in the secondary school sites. The provider will invoice Fargo Public School District for the hours provided based on the type of service rendered.

Provider will be reimbursed at a rate of 100 percent for two additional RN’s and four aides that have been requested. The district will also pay 100% of the cost for the Special Education staff (one RN and one LPN) including summer school and administration time (this includes compensation and mileage).

For scheduled breaks during the school year, two weeks have been budgeted per staff to allow for paid time off. This includes spring break and holiday breaks but excludes the summer break. The district will only be billed for vacation time and days that the provider staff is assigned to a school.

2. Payment

- A) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Agreement and Provider shall not receive any additional compensation hereunder.
- B) District will make payment under this Agreement within forty-five (45) days after receipt of a correct invoice.
- C) Payment of an invoice by District will not prejudice District's right to object to or question that or any other invoice or matter in relation thereto. Provider's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by District, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At District's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to Provider.
- D) For any amounts that are or will become due and payable to District by Provider, District reserves the right to deduct the amount owed from payments that are or will become due and payable to Provider under this Agreement.

3. Travel

Provider shall be compensated for mileage expenses for nursing staff and aides for travel between Fargo Cass Public Health and District locations at the current IRS rate, for up to a maximum of 16,500 miles per school year.

IV. TERM OF THE AGREEMENT

1. Term of the Contract

The term of the Agreement ("Initial Term") begins on July 1, 2025, and ends on June 30, 2027.

2. No Automatic Renewal

This Agreement will not automatically renew.

3. Renewal Option

The Parties may renew this Agreement upon satisfactory completion of the Initial Term. District reserves the right to execute up to three option to renew this Agreement under the same terms and conditions for a period of up to twelve months each (Renewal Term).

4. Extension Option

District reserves the right to extend this Contract for an addition period, not to exceed twelve (12) months, beyond the current termination date of this Agreement.

V. TIME IS OF THE ESSENCE

Provider hereby acknowledges that time is of the essence for performance under this Agreement unless otherwise agreed to in writing by the Parties.

VI. TERMINATION

1. Termination by Either Party

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party.

2. Termination for Cause

Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or any later date stated in the notice:

- A) If the other Party fails to provide services required by this Agreement within the time specified or any extension agreed to by the other Party; or
- B) If the Other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

VII. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Provider is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then District may seek all available remedies, up to and including termination of this Contract pursuant to its Termination Section, and District shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

VIII. COPYRIGHT

The District reserves the right to copy, reproduce, and use any materials created or produced by the Provider in the performance of this Agreement.

IX. NOTICE

All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

DISTRICT	PROVIDER
Jackie Gapp, CPA SFO	Jenn Faul
Chief Financial Officer	Director of Public Health
700 7 th Street South	1240 25 th Street South
Fargo, ND 58103	Fargo, ND 58103

X. CONFIDENTIALITY

Provider agrees that it is a school official and as such may have a legitimate educational interest in, and may create, receive from District, or have access to education records that are subject to the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Provider represents, warrants, and agrees that it will: (1) hold the FERPA records in strict confidence and will not use or disclose the FERPA records except as (a) permitted or required by this Agreement, (b) permitted or required by law, or (c) otherwise authorized by District in writing; (2) safeguard the FERPA records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Provider protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA records are safeguarded in accordance with the terms of this Agreement.

XI. INDEPENDENT ENTITY

Provider is an independent entity under this Agreement and is not a District employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Provider retains sole and absolute discretion in the manner and means of carrying out Provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

XII. ASSIGNMENT AND SUBCONTRACTS

Provider may not assign or otherwise transfer or delegate any right or duty without District's express written consent. Provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider is solely responsible for the performance of any subcontractor with whom Provider contracts. The Provider does not have authority to contract for or incur obligations on behalf of the District.

XIII. SPOILIATION - PRESERVATION OF EVIDENCE

Provider shall promptly notify District of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to District the opportunity to review and inspect such evidence, including the scene of an accident.

XIV. MERGER AND MODIFICATION

This Agreement, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

- a. The terms of this Agreement, including its Attachments, as may be amended;
- b. District's Request for Proposal ("RFP") School Nursing Services, due May 29, 2025 at 2:00 pm;
- c. Provider's proposal uploaded May 28, 2025, in response to District's RFP.

XV. SEVERABILITY

If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

XVI. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Cass County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XVII. COUNTERPARTS

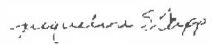
This Agreement may be executed in multiple, identical counterparts, each of which is to be deemed an original, and all of which taken together shall constitute one and the same contract.

XVIII. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties. If no start date is specified in the Term of Agreement the most recent date of the signatures of the parties shall be deemed the Effective Date.

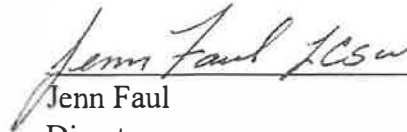
XIX. SIGNATURES

**FARGO PUBLIC SCHOOL
DISTRICT**



Jackie Gapp, CPA SFO
Chief Financial Officer
Date: 7/15/2025

FARGO CASS PUBLIC HEALTH



Jenn Faul
Director
Date: 07/15/2025

FARGO CASS PUBLIC HEALTH

Timothy J. Mahoney
Mayor – City of Fargo
Date: _____

ATTEST:

Steve Sprague
City Auditor

**ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
FARGO PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Fargo Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

A. Manage health care in the school health program

The nurse will participate in planning, implementation, and evaluation of the program.

B. Deliver health services

The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow-through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.

C. Advocate for the health rights of children

The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and the community.

D. Provide health consult for individuals and groups

The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.

E. Provide health education

The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
07/01/2025 to 06/30/2026
SCHOOL HEALTH SERVICES BUDGET

Staff	Hours/Day	Days/Week	Weeks	Cost Description	Total	
Cost of Services 70% / 30% Split with FCPH						
Secondary RNs (6)	40	5	37		\$ 375,341.72	
Elementary RNs (7)	28	5	37		\$ 314,773.26	
Aides (5) 70/30 split	12.5	5	35		\$ 76,050.63	
RN Administration	574 hours per budget year				\$ 36,994.30	
RN Additional hours	Up to 500 hours				\$ 23,350.00	
				Total Cost pre-split	\$ 826,509.90	
				Total FPS (70%)	\$ 578,556.93	
				Total FCPH (30%)	\$ 247,952.97	
Cost of Services 100% for FPS						
Aides (4) 100%	24.5	5	35		\$ 125,825.15	
RNs (2) 100%	13	5	37		\$ 135,755.00	
				Total FPS (100%)	\$ 261,580.15	
Special Education 100% for FPS						
Special Education:	14					
RN		5	37		\$ 72,948.75	
LPN		5	37		\$ 45,321.15	
RN summer session	45 total hours				\$ 3,697.50	
RN Administration	1 hour/week		35		\$ 2,255.75	
				Total FPS (100%)	\$ 124,223.15	
				Total FPS (100%)	\$ 385,803.30	
				TOTAL FPS	\$ 964,360.23	
				TOTAL FCPH	\$ 247,952.97	

ATTACHMENT B1
07/01/2026 to 06/30/2027
SCHOOL HEALTH SERVICES BUDGET

Staff	Hours/Day	Days/Week	Weeks	Cost Description	Total
Cost of Services 70% / 30% Split with FCPH					
Secondary RNs (6)	40	5	37		\$ 401,616.16
Elementary RNs (7)	28	5	37		\$ 336,685.90
Aides (5) 70/30 split	12.5	5	35		\$ 81,258.38
RN Administration	574 hours per budget year				\$ 39,583.04
RN Additional hours	Up to 500 hours				\$ 24,985.00
				Total Cost pre-split	\$ 884,128.48
				Total FPS (70%)	\$ 618,889.93
				Total FCPH (30%)	\$ 265,238.54
Cost of Services 100% for FPS					
Aides (4) 100%	24.5	5	35		\$ 134,271.63
RNs (2) 100%	13	5	37		\$ 145,159.85
				Total FPS (100%)	\$ 279,431.48
Special Education 100% for FPS					
Special Education:	14				
RN		5	37		\$ 78,311.10
LPN		5	37		\$ 48,758.85
RN summer session	45 total hours				\$ 3,076.95
RN Administration	1 hour/week		35		\$ 2,413.60
				Total FPS (100%)	\$ 132,560.50
				Total FPS (100%)	\$ 411,991.98
				TOTAL FPS	\$ 1,030,881.91
				TOTAL FCPH	\$ 265,238.54

**ATTACHMENT C
PROVIDER ASSURANCES**

- A.** All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B.** No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.
- C.** The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D.** The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E.** The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F.** Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G.** The Provider shall not assign this agreement.
- H.** Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

Fargo Cass Public Health - School Nursing

Final Audit Report

2025-07-15

Created:	2025-07-15
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0jD_nYIWUjrS6DNwSdtGNdO0nT3rYVD

"Fargo Cass Public Health - School Nursing" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2025-07-15 - 6:49:01 PM GMT
-  Document emailed to Jackie Gapp (gappj@fargo.k12.nd.us) for signature
2025-07-15 - 6:49:17 PM GMT
-  Email viewed by Jackie Gapp (gappj@fargo.k12.nd.us)
2025-07-15 - 11:12:14 PM GMT
-  Document e-signed by Jackie Gapp (gappj@fargo.k12.nd.us)
Signature Date: 2025-07-15 - 11:12:42 PM GMT - Time Source: server
-  Agreement completed.
2025-07-15 - 11:12:42 PM GMT

MEMORANDUM

31

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *nc*
KRISTI SYLSKAR, HUD GRANT ADMINISTRATOR

DATE: JULY 17, 2025

**RE: APPROVE HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
/ HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) 2025-2029
CONSOLIDATED PLAN, 2025 ACTION PLAN, AND PROPOSED
AMENDMENTS TO 2023 & 2024 ACTION PLANS, AND AUTHORIZE
SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

Following the required 30-day public comment period and Public Hearing held during the July 7, 2025 City Commission meeting, staff is seeking approval of the proposed 2025-2029 Five Year Consolidated Plan and 2025 Action Plan for Community Development Block Grant (CDBG) and HOME programming and expenditures. In addition, staff have proposed amendments to the City's 2023 Action Plan and 2024 Action Plan. To date, 2 comments have been received during the public comment period (a summary of comments received is attached).

The proposed 2025-2029 Consolidated Plan and 2025 Action Plan, and amendments to the 2023 Action Plan and 2024 Action Plan, have been drafted in compliance with federal regulations for the U.S. Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the public notice, which was published in *The Forum* newspaper on June 18, 2025 (a version is attached as an exhibit for reference). The draft plans are also available on the City website at www.FargoND.gov/plansandstudies (posted June 18, 2025).

Upon approval by the City Commission, the 2025-2029 Consolidated Plan and 2025 Action Plan, 2023 Action Plan amendments, and 2024 Action Plan amendments, along with all comments received, will be submitted to HUD for federal approval.

Recommended Action: Approve the 2025-2029 Consolidated Plan and 2025 Action Plan for HUD Community Development Block Grant (CDBG) / HOME Investment Partnerships Program (HOME) funding, and proposed amendments to the 2023 Action Plan and 2024 Action Plan, and authorize submittal to the U.S. Department of Housing and Urban Development.

EXHIBIT
(for reference only)

Public Notice
(amended to reflect the correct Public Service activity title)

City of Fargo
Notice of Public Hearing & 30-Day Public Comment Period
Community Development Block Grant (CDBG) & HOME Investment Partnerships (HOME) Programs
2025-2029 HUD Consolidated Plan Including 2025 HUD Action Plan & Budget
Amendments to 2023 Action Plan and 2024 Action Plan

The City of Fargo announces the opening of the 30-day public comment period for Fargo's 2025-2029 Consolidated Plan and 2025 Action Plan, and amendments to Fargo's 2023 Action Plan and 2024 Action Plan. The public comment period begins on June 19, 2025 and includes a public hearing on Monday, July 7, 2025 during the regular Fargo City Commission meeting. All items will be given final consideration at the July 21, 2025 City Commission meeting. Comments on these draft plans should be provided during the public comment period (June 19 through July 18, 2025). Each item is summarized in this notice.

2025 – 2029 HUD CONSOLIDATED PLAN

The City of Fargo has available for public review and comment a draft Five-Year Consolidated Plan for the use of U.S. Housing and Urban Development (HUD) funds for Program Years 2025–2029 (May 1, 2025 to April 30, 2030). The Consolidated Plan includes the Program Year 2025 budget and allocation (May 1, 2025 to April 30, 2026). The exact amount of HUD funds each year is determined by Congress, but based on previous funding levels, the City estimates approximately \$4,374,305 in CDBG funds and \$2,286,518 in HOME funds over the course of the Five-Year Consolidated Plan.

The Consolidated Plan provides information about the housing and non-housing community development needs in the City and includes a five-year strategy to address those needs, emphasizing benefit to low- and moderate-income persons and households.

The City of Fargo encouraged residents and stakeholders to participate in developing the 2025-2029 Consolidated Plan and 2025 Action Plan through multiple outreach methods, including a public input meeting held on June 10, 2025. The following priority areas were identified through this public participation: rental assistance, affordable housing, public infrastructure and public facilities improvements, and public services for low-and moderate-income households and the homeless populations. The Consolidated Plan addresses these needs in three goals: (1) affordable housing, (2) ending and preventing homelessness, and (3) public infrastructure and public facilities improvements.

2025 HUD ACTION PLAN

The City of Fargo has prepared a draft version of the 2025 HUD Action Plan for Housing and Community Development for the Community Development Block Grant (CDBG) and HOME Programs. The Action Plan provides a summary of actions, activities, and specific federal and non-federal resources that will be used during the year to address priority needs and goals identified in the Consolidated Plan and plans for allocating the U.S. Department of Housing and Urban Development Office of Community Planning and Development (CPD) formula block grant programs: Community Development Block Grant and HOME Investment Partnerships Program. The Action Plan describes how the funds from these programs will be distributed during the 2025 program year, which begins on May 1, 2025. Funds are expected to be made available to the City by the end of 2025.

AVAILABLE RESOURCES FOR PROGRAM YEAR 2025

Community Development Block Grant (CDBG):

- \$874,861.00 2025 Community Development Block Grant (CDBG) allocation from HUD
 - \$617,600.25 Available for Reallocation at Prior Year-End (unused/canceled 2023/2024 projects & contingency dollars)
-
- \$1,492,461.25 Total CDBG

HOME Investment Partnerships Program (HOME):

- \$457,303.60 2025 HOME PJ allocation from HUD
 - \$1,103,706.47 Available for Reallocation at Prior Year-End (unused/canceled 2023/2024 projects & contingency dollars)
 - \$51,005.25 2024 HOME PJ Program Income/Recaptured Funds (actual)
-
- \$1,612,015.32 Total HOME

Total = \$3,104,476.57 CDBG & HOME

PROPOSED ACTIVITIES FOR 2025

Planning, Administration & Fair Housing

1. CDBG Planning and Administration - \$122,000 in CDBG funds. Planning, implementation, reporting, and monitoring of CDBG resources. Prior year admin dollars may be used for startup planning and administration costs in future years. *National Objective: Not applicable for administration. Eligibility & Regulation Citation: 21A General Program Administration, 24 CFR Part 570.206(a).*
2. HOME Planning and Administration - \$42,000 in HOME funds. Planning, implementation, reporting, and monitoring of HOME resources. Prior year admin dollars may be used for startup planning and administration costs in future years. *National Objective: Not applicable for administration.*
3. Fair Housing - \$45,000 in CDBG funds. Support a part-time fair housing specialist who will provide ongoing outreach, test coordination, and technical assistance in Fargo, ND. This includes comprehensive outreach and fair housing education as part of the requirement to affirmatively further fair housing under the Fair Housing Act (42 U.S.C. 3601-20). *Eligibility & Regulation Citation: 21D Fair Housing Activities (subject to 20% Admin. Cap), 24 CFR Part 570.206(c).*

Capital/Neighborhood Improvements

1. Public Infrastructure Improvements - \$1,189,000 in CDBG funds. CDBG funds will be used for improvements to existing public infrastructure located within low-to-moderate income area neighborhoods. This project will address hazardous/deteriorated conditions and make preventative improvements in support of neighborhood safety and improved livability. The locations of this project are not yet determined. A public comment period will occur at a later date when project locations are identified. *National Objective, Eligibility, & Regulation Citation: Low-Mod Area (LMA) Benefit [24 CFR Part 570.208(a)(1)], 03K Street Improvements, 24 CFR Part 570.201(c).*

Public Service

1. Public Service Homeless Outreach - \$132,000 in CDBG funds. Provide operational support for homeless and housing-related services for people who are at-risk of homelessness, recently homeless, or who are currently homeless. *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele (LMC) Benefit [24 CFR Part 570.208(a)(2)], 03T Operating Costs of Homeless/Aids Patient Programs, 24 CFR Part 570.201(e).*

Affordable Housing

1. Tenant Based Rental Assistance - \$1,565,000 in HOME funds. Assist eligible households with their rental housing expenses. *HOME Eligible Activity under 24 CFR Part 92.205(a)(1).*

Contingency Funds

1. Contingency - Funds held in contingency for issues that may arise during the program year – \$4,461.25 CDBG funds and \$5,015.32 HOME funds.

CONTINGENCY PROVISIONS/POTENTIAL ADJUSTMENTS TO 2025 ACTIVITIES & BUDGET

- Budget adjustments transferring amounts greater than 10% of the amount allocated to the City's entitlement grant programs for program year 2025 are considered substantial amendments and will be implemented in accordance with Fargo's Citizen Participation Plan (www.fargond.gov).
- Unanticipated program income may result in a substantial amendment to amend activities and budgets in accordance with Fargo's Citizen Participation Plan.
- Any unused funds will be reallocated in an amendment or the following year's action plan, either of which require a 30-day public comment period.

PROPOSED AMENDMENTS TO 2023 HUD ACTION PLAN

- 1a. Cancel Acquisition for Affordable Multi-Family Rental Housing Project (CDBG) - \$150,000 in CDBG funds were allocated in the 2023 Action Plan for acquisition of land for new construction of an affordable multi-family rental housing complex in partnership with Beyond Shelter, Inc. The location of this project was yet to be determined. This activity's timeline has been delayed and therefore this 2023 Action Plan project is being canceled and funds reallocated to proposed projects in the 2025 Action Plan.
- 1b. Cancel Community Housing Development Organization (CHDO) Project (HOME) - \$100,000 in HOME 'set-aside' funds were to be used in partnership with a Community Housing Development Organization (CHDO) to create affordable housing in Fargo. The location of this project was yet to be determined. This activity's timeline has been delayed and therefore this 2023 Action Plan project is being canceled and funds reallocated to proposed projects in the 2025 Action Plan.
2. Revise Core Neighborhood Deteriorated Structure Removal Project (CDBG) – Reduce project budget by \$110,140 in unexpended CDBG funds, to be reallocated to proposed projects within the 2025 Annual Action Plan.
3. Cancel One Affordable Single-Family Housing for Ownership Project (HOME) and Reallocate Funds - \$400,000 in HOME funds were to be used by Lake Agassiz Habitat for Humanity towards new construction of an affordable, single-family residential twinhome (resulting in two housing units) at two, adjacent sites in Fargo at 213 24 Street South and 221 24 Street South. Due to the various federal constraints tied to this larger-scale new construction build, contributing to delayed timelines and lack of available contractors, this proposed twinhome activity is being canceled and the funds reallocated to proposed projects in the 2025 Action Plan.

PROPOSED AMENDMENTS TO 2024 HUD ACTION PLAN

- 1a. Cancel Acquisition for Affordable Multi-Family Rental Housing Project (CDBG) - \$336,000 in CDBG funds were allocated in the 2024 Action Plan for acquisition of land for new construction of an affordable multi-family rental housing complex in partnership with Beyond Shelter, Inc. The location of this project was yet to be determined. This activity's timeline has been delayed and therefore this 2024 Action Plan project is being canceled and funds reallocated to proposed projects in the 2025 Action Plan.

- 1b. Cancel Affordable Multi-Family Rental Housing Project (HOME) – \$500,000 in HOME funds were allocated in the 2024 Action Plan for new construction of affordable multi-family senior and elderly rental housing complex, in partnership with Beyond Shelter, Inc. The location of this project was yet to be determined. This activity’s timeline has been delayed and therefore this 2024 Action Plan project is being canceled and funds reallocated to proposed projects in the 2025 Action Plan.
- 1c. Cancel Community Housing Development Organization (CHDO) Project (HOME) – \$95,000 in HOME ‘set-aside’ funds were to be used in partnership with a Community Housing Development Organization (CHDO) to create affordable housing in Fargo. The location of this project was yet to be determined. This activity’s timeline has been delayed and therefore this 2024 Action Plan project is being canceled and funds reallocated to proposed projects in the 2025 Action Plan.

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Comments (including written comments) must be received by 11:59 p.m. Central Daylight Time (CDT) on July 18, 2025. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD:	June 19 through July 18, 2025
PUBLIC HEARING:	Monday, July 7, 2025 - 5:05 pm Fargo City Commission Chambers 225 4th Street North, Fargo, ND 58102
CITY COMMISSION VOTE:	Monday, July 21, 2025 – 5:00 pm
CONTACT INFORMATION:	City of Fargo Planning and Development Department Attn: HUD Grant Administrator 225 4th Street North, Fargo ND 58102 701.241.1474 Planning@FargoND.gov
DRAFT PLAN AVAILABLE AT:	www.fargond.gov/plansandstudies OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, fully accessible and can accommodate persons with disabilities. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. Contact City of Fargo’s Section 504/ADA Coordinator Bekki Majerus at 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service dial 800.366.6888 or 711.

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. Contact the City of Fargo Planning and Development Department at 701.241.1474 or Planning@FargoND.gov if services are needed.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

Summary of Public Comments Received during June 19 through July 18, 2025 Public Comment Period					
Topic	Date & Time Comment was Received	Name of Person Submitting Comment	Name of Organization Submitting Comment	Method Comment Submitted (E- mail, Phone, In-person, Meeting)	Comment Received
Housing and Homelessness	6/23/2025 at 6:10 p.m.	Olivia Fisher	N/A – Resident	City Commission Meeting	Resident shared disapproval of delays that led to the cancellation of four HOME/CDBG housing development projects, noting that there are dozens of unhoused individuals with nowhere to go despite plenty of empty apartments. Resident shared approval of \$132,000 identified to support continued homeless service operations out of the Downtown Engagement Center, and expressed that more funding is needed to support staffing to keep the Downtown Engagement Center open more consistently. Resident also highlighted that the plan identified a need to improve addressing racial disparities, particularly for Indigenous homeless population.
New American and Refugee Needs	7/10/2025 at 3:52 p.m.	Yoke-Sim Gunaratne	Executive Director, Cultural Diversity Resources Center	Phone	Discussion occurred about the need for more housing navigators to assist with translation services. Discussion occurred about the need to teach about tenant rights and the need for more translation services at job services.

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July 16, 2025

RFP25161

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

Dear Commissioners:

The City of Fargo Transit Department and Public Works Department respectfully request approval to award the purchase of tires and tire services to Goodyear Commercial and OK Tire.

Four proposals were received in response to the RFP:

- Goodyear Commercial
- Northwest Tire
- OK Tire
- Pomp's

Following a thorough evaluation by the review team, Goodyear Commercial and OK Tire received the highest average scores based on the established criteria. Goodyear has rescinded their bid and is now closed for business. A summary of the proposal evaluation is attached for your review.

Requested Motion:

Approval to award the contract for tires and tire services to OK Tire, as outlined in RFP25161 issued on May 14, 2025.

Thank you for your consideration.

Sincerely,



Allan Erickson

Fleet Services Manager
City of Fargo – Transit Department / Public Works Department

	OK Tire		Goodyear	
Transit Steer				
Size	Description			
195/75r16	Michelin Aqilis CC	\$ 149.54	GY Workhorse HT - C	\$ 120.00
195/75R16				
205/75R16				
225/75r16	Michelin Aqilis CC	\$ 178.56	GY Wrangler Workhorse HT	\$ 124.00
225/75r16				
235/65R16			GY Wrangler Workhorse HT -C	\$ 135.00
235/65R16				
275/70r22.5	Michelin Xincity	\$ 570.72	Goodyear Metro Miler G652	\$ 503.01
275/70r22.5	Conti Hybrid HD3	\$ 409.49		
275/70r22.5				
305/70r22.5	Michelin Xincity	\$ 767.69	Goodyear G652	\$ 660.18
305/70r22.5	Conti Urban HA3	\$ 563.69		
Transit Drive				
305/70R22.5	Michelin Xincity	\$ 767.69	GY TSD	\$ 647.87
275/70R22.5	Michelin Xincity	\$ 570.72		
225/75R16	Michelin Aqilis CC	\$ 178.56	GY Wrangler Workhorse AT	\$ 140.48
195/75R16	Michelin Aqilis CC	\$ 149.54		
235/65R16			GY Wrangler Horkhorse AT-C	\$ 139.13
Transit Dr Recap				
305/70R22.5		\$ 221.66	GY Endurance TSD	\$ 262.06
305/70R22.05				
275/70R22.5		\$ 221.66	GY G182	\$ 216.59
275/70R22.5				
LT225/75R16				
235/65R16				
Pursuit Tire				
245/55R18	Firestone Firehawk	\$ 149.72	GY Eagle Enforcer AW	\$ 159.78
PW Steer				
11R22.5	Firestone FS591	\$ 381.10	GY Marathon LHS	\$ 378.61
11R22.5				
315/80R22.5	Firestone FS400	\$ 488.00	GY G289WHA	\$ 523.46

315/80R22.5				
385/65R22.5				
385/65R22.5	Firestone FS818	\$ 620.87	GY Armor Max MSA	\$ 851.67
425/65R22.5	Firestone FS818	\$ 711.12	GY Armor Max MSA	\$ 804.14
425/65R22.5				
PW Drive				
11R22.5	Bridgestone M775	\$ 515.52	GY Endurance MSD	\$ 570.16
11R22.5				
11R22.5				
PW Refuse Dr				
11R22.5	Bridgestone M775	\$ 515.52	GY Armor Max MSD	\$ 601.36
11R22.5				
PW recap				
11R22.5	BDM3	\$ 264.53	GY PC RDA	\$ 151.65
11R22.5				
11R22.5				
PW Refuse recap				
11R22.5	BDM3	\$ 264.53	GY G292 WHD	\$ 217.72
Transit Labor				
			Commercial	Auto
Mount	\$ 25.00		\$ 25.00	\$ 18.00
Flat	\$ 35.00		\$ 35.00	\$ 25.00
Alignment	\$ 155.00		\$ 189.00	\$ 100.00
Tire Disposal	\$ 12.00			\$ -
After Hours	\$ 150.00		\$ 189.00	
PW labor				
			Commercial	Auto
Mount	\$ 25.00		\$ 20.00	\$ 18.00
Flat	\$ 35.00		\$ 25.00	\$ 25.00
Alignment	\$ 155.00		\$ 159.00	\$ 100.00
Tire Disposal	\$ 12.00		\$ -	\$ -
After Hours	\$ 150.00		\$ 189.00	

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July 11, 2025

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

RE: Fuel Purchase for 1st and 2nd Quarters of 2026 (RFP25203)

Commissioners:

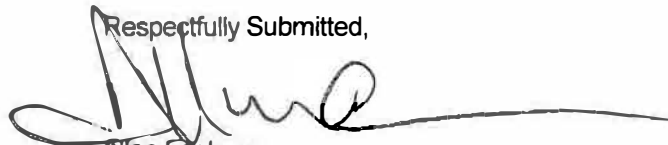
The Fuel Procurement Committee, comprised of the Public Works Director of Operations, the Fleet Services Manager and Transit Fleet Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On July 9, 2025, the Fuel Procurement Committee received bids for 270,000 gallons of #2 Diesel and 142,000 Gallons of Unleaded Gasoline. The award was made to Northdale Oil, Inc with a submitted low bid of \$904,930.00 without tax. (RFP25203).

Attached for your review is the Bid Tab from July 9, 2025 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFP25203) for the 1st and 2nd Quarters of 2026.

Respectfully Submitted,



Alan Erickson
Fleet Services Manager

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

02 23rd Street North	Public Works (3 Underground tanks)
50 23rd Street North	Metro Transit Garage (2 underground tanks)
501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor:

Buyer:

Northdale Oil, Inc.	City of Fargo
203 14 th St NE	225 4 th St N
East Grand Forks, MN 56721	Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a

period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women- owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this ____ day of _____, 2025.

CONTRACTOR

BUYER

By: _____

Dr. Tim Mahoney Mayor

It: _____

(Both Parties are Signatories)



**PUBLIC
WORKS**

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

July 16, 2025

The Honorable Board of City Commissioners
City of Fargo
225 4th Street N.
Fargo, ND 58102

RE: Bulk Highway Deicing Salt 2025/2026 – RFP25165: Contract with Compass Minerals Inc.

Dear Commissioners,

On Thursday, May 29, 2025, proposals were received and opened in response to Request for Proposal (RFP25165), issued by the Public Works Department for *"Furnishing and Delivering Bulk Highway Deicing Salt"* for the 2025/2026 season. On June 9, 2025, the Commission authorized the award to Compass Minerals Inc. at a rate of \$122.44 per ton.

At the time of award, the Contract was still pending. Enclosed please find the finalized Contract for the 2025/2026 Bulk Highway Deicing Salt.

Recommended Motion:

I/we hereby move to authorize the execution of the enclosed Contract for the Bulk Highway Deicing Salt (RFP25165) with Compass Minerals America Inc. at a unit price of \$122.44 per ton.

Respectfully submitted,

Ben Dow
Operations Director
Public Works

**Sold-To ("Buyer"):**

City of Fargo
City Hall 402 23Rd St N
FARGO, ND 58102

Date: Jun 23, 2025**Document:** 1002696**Tel:****Fax:****Email:****Customer#:** CH702863**Preferred:** Email**Delivery Lead Time:** 5 day(s)**Compass Minerals America Inc. (Seller)/ Quotation for bulk de-icing salt(the "Product")**

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
10	2,000 (Seasonal) 500 (Max Supply)	Fargo ND City of Fargo Fargo Public Works FARGO, ND 58102 Destination #: CSH618122	\$122.44 (Seasonal) Delivered	Depot: 20625-DULUTH - HALLETT Product: HWY DEICING ROCK SALT GM Mode of Transport: DMP Distance: 247.9 Miles
20	2,000 (Seasonal) 500 (Max Supply)	Fargo, ND City of Fargo 4000 36th Avenue S. FARGO, ND 58104 Destination #: CSH971772	\$122.44 (Seasonal) Delivered	Depot: 20625-DULUTH - HALLETT Product: HWY DEICING ROCK SALT GM Mode of Transport: DMP Distance: 252.2 Miles

Buyer commits to purchasing 100% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 100% (unless Seller has declined to deliver those tons).

Price(s) effective through Jul 31, 2026

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

Special Terms :

- * This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
- * Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Jason Fritz

Jason Fritz
Highway Sales Manager
Compass Minerals America Inc.

Signature :

Title :

Mayor

Name :

Dr. Timothy Mahoney

Date



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July 21, 2025

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

Dear Commissioners:

On December 27, 2023, the City of Fargo and Via Mobility LLC entered into an agreement through North Dakota State Contract #283. This agreement was later modified by Amendment #1, dated June 1, 2025.

Via Mobility LLC provides a paratransit software that allows The City of Fargo's Transit Department (MATBUS) to provide paratransit services to the cities of Fargo, West Fargo, Moorhead and Dilworth.

The City of Fargo's Transit Department wishes to amend the existing agreement to continue to include a service period extension through July 31, 2027 as well as transitioning Microtransit software service providers from Transloc to Via. The intention is to begin microtransit services with Via and provide Transloc with a notice of termination.

Recommended motion: Approve the attached contract amendment with Via Mobility LLC.

Sincerely,

Cole Swingen
Assistant Transit Director – Operations
City of Fargo

**Amendment #2
to the
State Contract #283 (Paratransit Software)**

Via Mobility, LLC (“**Via**”) and City of Fargo, ND (“**Customer**” and, together with Via, the “**Parties**”) have entered into that certain agreement titled State Contract #283, dated December 27, 2023, and modified by Amendment #1 dated June 1, 2025 (together, the “**Agreement**”). Upon execution of this Amendment #2 (the “**Amendment**”), the Parties agree to modify the Agreement as follows:

1. **Service Period Extension.** The Parties hereby agree to extend the Term of the Agreement by a further period of 24 months, starting on the Effective Date and ending on July 31, 2027 (inclusive); and such additional term shall be the “Additional Term” for the purposes of the Agreement.

2. **Microtransit Service Launch.** For purposes of the on-going operation of the deployment provided for in the Agreement, Via and Customer agree to expand the service area to include North Dakota State University’s campus and migrate their safe ride service onto the Via platform, as pictured in Appendix A attached hereto.

In addition to the fees set forth in the Agreement, Customer shall pay Via USD amount **\$10,000** for the expansion outlined in this Amendment, due upon signing.

3. **Fee and Minimum Charges.** Customer shall pay for a minimum of **13 vehicles per month**, which shall refer to the number of vehicles in service for Paratransit and Microtransit in the MATBUS polygons at any given point, for the duration of the Additional Term. An updated fee schedule is outlined in Appendix B attached hereto.

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #2 will be governed by the same law as the Agreement and is effective as of August 1, 2025 (the “Effective Date”).

Via Mobility, LLC

City of Fargo, ND

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A



Exhibit B**Via SaaS Pricing Proposal for MATBUS**

	Description	Amount
Installation Fee	Upfront, One-Time Fee for Microtransit Launch	\$10,000
	Fixed Monthly Fee - Up to 13 Active Vehicles ¹²	\$4,100
	Incremental Monthly Fee per Vehicle - Active Vehicles 14+ ²	\$260
Annual & Monthly Fees	<i>Memo: Minimum Annual Fee (Year 1)</i>	<i>\$49,200</i>
Total 2-Year Cost	13 Active Vehicles	\$108,400

¹ Payable upfront annually as the Minimum Annual Fee.

² An active vehicle is defined as the maximum number of distinct vehicles that use the Via Solution on any given day over the course of the applicable calendar month.



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Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

July 16, 2025

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

Subject: Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund Loan (DWSRF)
Loan Resolutions – Department of Transportation Federal Aid Projects

Dear Commissioners:

Water Reclamation and Water Utility staff are seeking approval of the attached loan resolutions: Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). Dorsey & Whitney LLP, our bond counsel, drafted the proposed CWSRF and DWSRF loan resolutions.

These loans will help fund infrastructure improvements over the next four years under the Department of Transportation (DOT) Federal Aid Projects – led by the Engineering Department for the City of Fargo. Each of the loans – CWSRF and DWSRF - are in the amount of \$20 million dollars. Both loans were approved by the North Dakota Industrial Commission (see attached letter from the North Dakota Public Finance Authority).

Under DOT Federal Aid Projects from 2025-2028, the following projects are scheduled (see attached maps):

- 2025: 32nd Avenue
- 2026: Remaining portion of 32nd Avenue
- 2026: Main Avenue
- 2027: 17th Avenue from 25th Street to University
- 2028: 1st Avenue North from Roberts to 10th Street

Funding the DOT Federal Aid Projects with loans instead of cash will make annual payments more manageable and keep wastewater and water rates lower for our customers. The projects and loans are in the Financial Models for both Water Reclamation and Water utilities.

Your consideration is greatly appreciated in this matter.

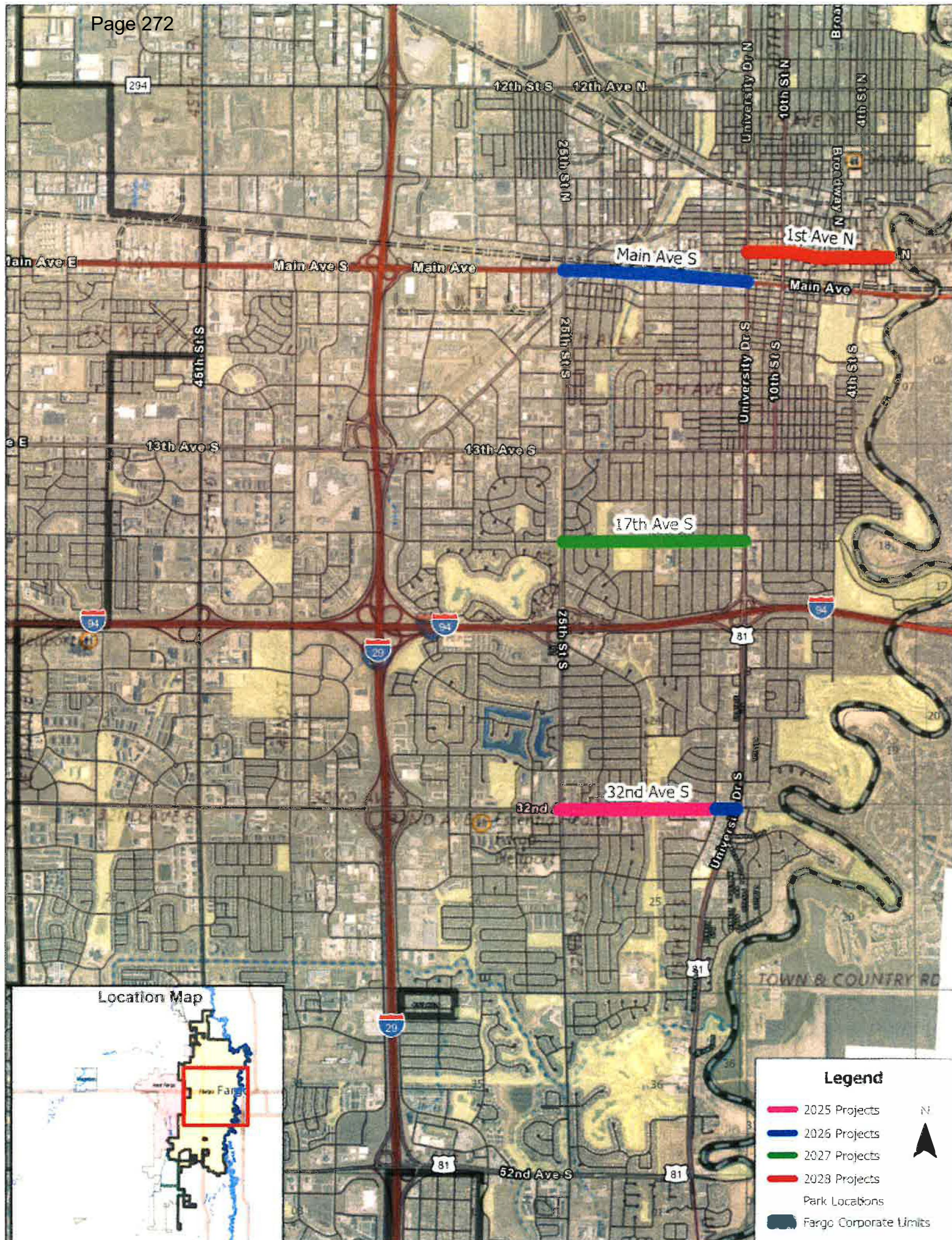
Sincerely,

James Hausauer
Water Reclamation Utility Director

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve resolutions for both Clean Water State Revolving Fund and Drinking Water State Revolving Fund loans in amount of \$20 million each to fund the water infrastructure portion of Department of Transportation Federal Aid Projects from 2025-2029.



Industrial Commission
of North Dakota

Kelly Armstrong
GOVERNOR

Drew H. Wrigley
ATTORNEY GENERAL

Doug Goehring
AGRICULTURE COMMISSIONER



Public Finance Authority

June 26, 2025

Troy Hall
City of Fargo
thall@fargond.gov

Dear Troy Hall,

The City of Fargo's requested loan in the amount of \$20,000,000 was approved on June 26, 2025. The financing will be provided under the **Clean Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA
Business Manager
beberts@nd.gov
701-328-7120

cc: Dorsey & Whitney LLP (hanson.jennifer@dorsey.com, tonolli.kara@dorsey.com)
Steve Sprague, City Auditor, (ssprague@fargond.gov)
Susan Thompson, Finance Director, (sthompson@fargond.gov)

Borrower: City of Fargo

Loan approval subject to the following Condition:

ND Department of Environmental Quality:

- Receipt of the engineering agreement
- Approval of the Facility Plan with Engineering Stamp
- Completion of the environmental review process
- Approval of the plans and specifications
- Review of bid documents and authorization to award

CITY OF FARGO, STATE OF NORTH DAKOTA
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$20,000,000
CITY OF FARGO SALES TAX AND SEWER REVENUE BOND

RECITATIONS

The City of Fargo, North Dakota (the “City”), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct improvements to the wastewater treatment facility consisting of 2025-2028 federal aid projects, as further described in the City’s application to the Department, as defined hereinafter (the “Project”).
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer’s report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer’s detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor’s performance bond.
8. Applied to the North Dakota Department of Environmental Quality (the “Department”) and the North Dakota Public Finance Authority (the “Public Finance Authority”) for financial assistance to finance costs of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.

10. Enacted City Code Article 3-20, dedicating the revenues raised and collected pursuant to the sales and use tax imposed and collected pursuant to said article to infrastructure capital improvements (including sewerage system improvements) (the “Sales Tax”).

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 \$20,000,000 in principal amount of its CITY OF FARGO SALES TAX AND SEWER REVENUE BOND (the “Municipal Securities”), pursuant to N.D.C.C. ch. 40-35, Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project and paying related costs of issuance.

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 a 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 SEWER REVENUE BOND, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$20,000,000, 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 "Attachment A" attached to Exhibit A 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, 2026 (or, if the Municipal Securities have not been delivered by such date, the first March 1 or September 1 thereafter). 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 below and attached to the Municipal Securities 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. The 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 wastewater treatment facility (the "Sewer 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 City has previously issued its Sewer Revenue Bonds, Series 2023B and Sewer Revenue Bonds, Series 2023C (the "Outstanding Bonds"; together with the Municipal Securities and any other obligations secured by the Pledged Revenues and on a parity therewith, the "Bonds").

The Pledged Revenues are to be deposited in the funds set forth in Section 4 hereof.

SECTION 4. Funds.

4.01. Sewer Utility Fund. The City has created, and will maintain, a SEWER UTILITY FUND (the "Sewer Utility Fund"). The City shall credit and pay to the Sewer Utility Fund, as received, the entire gross revenues derived from the operation of the City's Sewer 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 Sewer 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 Sewer Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Sewer Utility Fund there shall be established and maintained the following funds as a part of the Sewer Utility Fund. Amounts on deposit in the Sewer 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 Sewer 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 Sewer Utility.

4.03. Sales Tax and Sewer Revenue Bond Fund. The City has created, and will maintain, a SALES TAX AND SEWER REVENUE BOND FUND (the "Sewer 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 Sewer Revenue Bond Fund credited to the Sewer 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 Sewer 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 and Additional SRF 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 Sewer Revenue Bond Fund.

In the event Pledged Revenues on deposit in the Sewer Revenue Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Sewer 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 Sewer Revenue Bond Fund and any SRF Reserve Fund shall be credited on the books of the City to the Surplus Fund of the Sewer 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 Sewer 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 Sewer 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 Sewer 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 Sewer Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Sewer 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 Sewer 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 Sewer 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 Sewer Utility Fund and shall be funded to the total amount of \$885,575, in five installments of \$177,115, payable on each September 1 beginning September 1, 2029, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$20,000,000.

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 Sewer 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 ("Subordinate Bonds"), and such additional bonds or obligations shall not be payable from the Sewer Revenue 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. Sewer 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 Sewer 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 Sewer Utility. The City will continue to own, operate and maintain the Sewer Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Sewer Utility not essential to continued operation of the Sewer

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 Sewer Utility or to pay principal and interest on obligations issued with respect to the Sewer Utility. The City will continue to maintain the Sewer 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 Sewer Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Sewer 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 Sewer 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 Sewer 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 Sewer Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Sewer 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 Sewer 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 Sewer 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 Sewer 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 Sewer 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 Sewer 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 Sewer Utility, the Sewer 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 Sewer Revenue Bond Fund all sums required to be so deposited.
- e. That it will operate the Sewer 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.

SECTION 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

8.01. Tax Covenant. The City covenants and agrees with the holders from time to time of the Municipal Securities that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Municipal Securities to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

8.02. Arbitrage Certification. The Mayor and the City Auditor being the officers of the City charged with the responsibility for issuing the Municipal Securities pursuant to this resolution,

are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the “Regulations”), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Municipal Securities which make it reasonable to expect that the proceeds of the Municipal Securities will not be used in a manner that would cause the Municipal Securities to be arbitrage bonds within the meaning of the Code and Regulations.

8.03. Rebate. The City acknowledges that the Municipal Securities are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Municipal Securities from gross income for federal income tax purposes, unless the Municipal Securities qualify for the exception from the rebate requirement under Section 1.148-7 of the Regulations and no “gross proceeds” of the Municipal Securities (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute an arbitrage and rebate certificate in the form prescribed by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

8.04. Not Qualified Tax Exemption Obligations. The Municipal Securities are not designated as “qualified tax-exempt obligations” for purpose of Section 265(b) of the Code.

8.05. Reimbursement. The City certifies that the proceeds of the Municipal Securities will not be used by the City to reimburse itself for any expenditure with respect to the Improvements which the City paid or will have paid prior to the issuance of the Municipal Securities unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Municipal Securities.

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Adopted [_____] [____], 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 SEWER REVENUE BOND, SERIES 2025[]

No. R-1 \$20,000,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2058	[], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWENTY MILLION 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 point five percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing [March 1, 2026]. The Principal Amount of this Municipal Security 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 Municipal Security), payable semi-annually on each March 1 and September 1. All payments due with respect to this Municipal Security 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, Article 3(S) of the Home Ruler Charter and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended (the “Act”), and pursuant to a Resolution (the “Resolution”) and a 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 Security and the rights of the Registered Owner of the Municipal Security. The principal and interest payments for this Municipal Security and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues, including Sales Tax and Net Revenues received by the City from the operation of the wastewater treatment 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 a new Municipal Security 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 Security have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Security 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.

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*12/10/97 Loans Preliminary data

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City Auditor

Kelly Armstrong
GOVERNOR

Drew H. Wrigley
ATTORNEY GENERAL

Doug Goehring
AGRICULTURE COMMISSIONER



June 26, 2025

Troy Hall
City of Fargo
thall@fargond.gov

Dear Troy Hall,

The City of Fargo's requested loan in the amount of \$20,000,000 was approved on June 26, 2025. The financing will be provided under the **Drinking Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA
Business Manager
beberts@nd.gov
701-328-7120

cc: Dorsey & Whitney LLP (hanson.jennifer@dorsey.com, tonolli.kara@dorsey.com)
Steve Sprague, City Auditor, (ssprague@fargond.gov)
Susan Thompson, Finance Director, (sthompson@fargond.gov)

Borrower: City of Fargo

Loan approval subject to the following Condition:

ND Department of Environmental Quality:

- Receipt of the engineering agreement
- Approval of the Facility Plan with Engineering Stamp
- Completion of the environmental review process
- Approval of the plans and specifications
- Review of bid documents and authorization to award

CITY OF FARGO, STATE OF NORTH DAKOTA
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$20,000,000
CITY OF FARGO SALES TAX AND WATER REVENUE BOND

RECITATIONS

The City of Fargo, North Dakota (the “City”), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct improvements to the water system consisting of 2025-2028 federal aid projects, as further described in the City’s application to the Department, as defined hereinafter (the “Project”).
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer’s report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer’s detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor’s performance bond.
8. Applied to the North Dakota Department of Environmental Quality (the “Department”) and the North Dakota Public Finance Authority (the “Public Finance Authority”) for financial assistance to finance costs of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.
10. Enacted City Code Article 3-20, dedicating the revenues raised and collected pursuant to the sales and use tax (the “Sales Tax”) imposed and collected pursuant to said article to infrastructure capital improvements, including water supply and treatment needs

including construction or expansion of water treatment facilities, all of which is set forth in Article 3(S) of the Home Rule Charter, as implemented by Article 3-20 of the Fargo Municipal Code of Ordinances.

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 \$20,000,000 in principal amount of its CITY OF FARGO SALES TAX AND WATER REVENUE BOND (the “Municipal Securities”), pursuant to N.D.C.C. ch. 40-35, Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project and paying related costs of issuance.

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 a 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, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$20,000,000, 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 "Attachment A" attached to Exhibit A 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, 2026 (or, if the Municipal Securities have not been delivered by such date, the first March 1 or September 1 thereafter). 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 below and attached to the Municipal Securities 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. The 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 City has previously issued its Sales Tax Revenue Bonds, Series 2008B; Sales Tax Revenue Bonds, Series 2008D; Amended and Restated Sales Tax Revenue Bonds, Series 2013B; Taxable Sales Tax and Water Revenue Bonds, Series 2023E; Sales Tax and Water Revenue Bonds, Series 2024I; Taxable Sales Tax and Water Revenue Bond, Series 2025A; Sales Tax and Water Revenue Bonds, Series 2025B, and Taxable Sales Tax and Water Revenue Bonds, Series 2025C (the "Outstanding Bonds"; together with the Municipal Securities and any other obligations secured by the Pledged Revenues and on a parity therewith, 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. Sales Tax and Water Revenue Bond Fund. The City has created, and will maintain, a SALES TAX AND 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 and Additional SRF 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 \$885,575, in five installments of \$177,115, payable on each September 1 beginning September 1, 2029, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$20,000,000.

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 (“Subordinate Bonds”), and such additional bonds or obligations shall not be payable from the Water Revenue 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 water 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.

SECTION 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

8.01. Tax Covenant. The City covenants and agrees with the holders from time to time of the Municipal Securities that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Municipal Securities to

become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

8.02. Arbitrage Certification. The Mayor and the City Auditor being the officers of the City charged with the responsibility for issuing the Municipal Securities pursuant to this resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the “Regulations”), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Municipal Securities which make it reasonable to expect that the proceeds of the Municipal Securities will not be used in a manner that would cause the Municipal Securities to be arbitrage bonds within the meaning of the Code and Regulations.

8.03. Rebate. The City acknowledges that the Municipal Securities are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Municipal Securities from gross income for federal income tax purposes, unless the Municipal Securities qualify for the exception from the rebate requirement under Section 1.148-7 of the Regulations and no “gross proceeds” of the Municipal Securities (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute an arbitrage and rebate certificate in the form prescribed by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

8.04. Not Qualified Tax Exemption Obligations. The Municipal Securities are not designated as “qualified tax-exempt obligations” for purpose of Section 265(b) of the Code.

8.05. Reimbursement. The City certifies that the proceeds of the Municipal Securities will not be used by the City to reimburse itself for any expenditure with respect to the Improvements which the City paid or will have paid prior to the issuance of the Municipal Securities unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Municipal Securities.

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Adopted [_____] [____], 2025.

CITY OF FARGO

By: _____
Dr. Tim 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 2025[]

No. R-1

\$20,000,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2058	[], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWENTY MILLION 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 point five percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing [March 1, 2026]. The Principal Amount of this Municipal Security 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 Municipal Security), payable semi-annually on each March 1 and September 1. All payments due with respect to this Municipal Security 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, Article 3(S) of the Home Ruler Charter and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended (the "Act"), and pursuant to a Resolution (the "Resolution") and a 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 Security and the rights of the Registered Owner of the Municipal Security. The principal and interest payments for this Municipal Security and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues, including Sales Tax and Net Revenues received by the City from the operation of the water treatment 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 a new Municipal Security 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 Security have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Security 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.

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 [_____] [____], 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