

**From:** [Scott Wegner](#)  
**To:** [Kaushagen, Taylor](#)  
**Subject:** Cass County Dec. 16 Mtg - Metro Sports Public Hearing  
**Date:** Wednesday, December 4, 2024 2:19:10 PM  
**Attachments:** [Cass County Resolution.docx](#)

---

**CAUTION: EXTERNAL EMAIL**

Taylor,

Attached is the resolution for the December 16 Commission meeting regarding the Metro Sports Foundation MIDA Bond.

I will be traveling, but as of now Jim Stewart will attend. Thank you.

Scott D. Wegner

***Arntson Stewart Wegner PC***

3811 Lockport Street, Suite 3

Bismarck, ND 58503-5554

701.255.1008

**Notice to Recipient:** This e-mail is meant for the intended recipient of the transmission, and may be a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail and please delete this message from your system. Thank you in advance for your cooperation.

**SUGGESTED MOTION:** Adopt Resolution #2024-12, resolution approving the issuance of bonds by the City of Frontier on behalf of Metro Sports Foundation, Inc. under Municipal Industrial Development Act and authorize the execution of the Intergovernmental Agreement.



**CONTRACT APPROVAL**

**REQUIRED BY DEPARTMENT:**

DEPARTMENT: Administration DATE OF REQUEST: 12-12-2024

COMPANY REQUESTING CONTRACT: City of Frontier/Metro Sports Foundation

BRIEF PROJECT DESCRIPTION: Intergovernmental Agreement for MIDA Bonds

NEW CONTRACT OR  CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

STATE'S ATTORNEY COMMENTS:

---

---

---

**RESOLUTION APPROVING THE ISSUANCE OF BONDS  
BY THE CITY OF FRONTIER, NORTH DAKOTA  
ON BEHALF OF METRO SPORTS FOUNDATION, INC. UNDER  
THE MUNICIPAL INDUSTRIAL DEVELOPMENT ACT**

**BE IT RESOLVED** by the County Commission (the “Commission”) of Cass County, North Dakota (the “County”), as follows:

**SECTION 1. RECITALS AND FINDINGS.**

**1.1.** Metro Sports Foundation, Inc., a North Dakota nonprofit corporation (the “Corporation”), has requested the City of Frontier, North Dakota (“Frontier”) to issue revenue bonds, in one or more series (the “Bonds”) for the benefit of the Corporation in the aggregate principal amount not to exceed \$5,500,000, under the provisions of Chapter 40-57, North Dakota Century Code (the “Act”), to (i) refinance the Frontier Arena Facilities Revenue Bonds (Metro Sports Foundation, Inc. Project) Series 2017 in the original principal amount of \$6,700,000 (the “Series 2017 Bonds”), the proceeds of which were used to refund certain bonds issued in 2012 to refinance a portion of the cost of constructing and equipping a multipurpose event facility located at 5225 31<sup>st</sup> Avenue South, Fargo, North Dakota, and (ii) refinance certain indebtedness incurred to construct and equip an ice arena located at 5225 31<sup>st</sup> Avenue South, Fargo, North Dakota.

**1.2.** The Corporation has proposed that the County and Frontier enter into an agreement under Section 40-57-03, Subsections 1 and 8 of the Act, which permit facilities located within the boundaries of the County to be financed by Frontier if an agreement is entered into between the County and Frontier.

**1.3.** At a public hearing held on the date hereof, all parties who appeared at the hearing were given an opportunity to express their views with respect to the proposal to refinance the Series 2017 Bonds through the issuance of revenue bonds under the Act by Frontier, and interested persons were given the opportunity to submit written comments to the County Auditor before the time of the hearing.

**SECTION 2. APPROVAL AND AUTHORIZATION.**

**2.1.** The County hereby approves the issuance of the Bonds by Frontier under the Act, in one or more series and the use the proceeds thereof to refinance the Series 2017 Bonds related to projects located in the County. Such Bonds may be issued on such terms and conditions as Frontier, the Corporation and the purchaser of the Bonds may deem desirable and without further approval or consent of this Commission.

**2.2.** The Intergovernmental Agreement is hereby approved in substantially the form now on file in the office of the County Auditor, and the Chair and County Auditor of the County are authorized to execute the same in the name of and on behalf of the County. In the event of the disability or the resignation or other absence of the Chair or County Auditor of the County, such

other officers of the County who may act in their behalf shall without further act or authorization of the County do all things and execute all instruments and documents required to be done or to be executed by such absent or disabled officials. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the States Attorney and by the County officials authorized herein to execute the Agreement prior to their execution; and such County officials are hereby authorized to approve said changes on behalf of the County.

**2.3.** Neither this approval nor any actions, agreements, or legal matters related hereto or executed in pursuance hereof, shall in any manner or form create an indebtedness or liability of the County, but is solely an accommodation by the County to satisfy the requirements of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended. The Bonds, if and when issued, will not constitute a charge, lien or encumbrance upon any property of the County and such obligations will not be a charge against the general credit or taxing powers of the County but will be payable from sums paid by the Corporation. The Bonds shall not be deemed to constitute a debt or liability of the County, Frontier, the State of North Dakota, or of any other political subdivision thereof or a pledge of the faith and credit of the County, the State of North Dakota, and neither the County, the State of North Dakota, nor any political subdivision thereof will be liable on the Bonds.

Dated December 16, 2024.

**CASS COUNTY, NORTH DAKOTA**

**Attest:**

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
County Auditor

The governing body of the County acted on the foregoing resolution at a properly noticed meeting held in Fargo, North Dakota, on December 16, 2024, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_, and the roll call vote on the motion was as follows:

"Aye" \_\_\_\_\_

"Nay" \_\_\_\_\_

Absent \_\_\_\_\_

Abstain \_\_\_\_\_

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT**, dated as of December 1, 2024, is entered into between **CASS COUNTY, NORTH DAKOTA** (“Cass County”) and the **CITY OF FRONTIER, NORTH DAKOTA** (“Frontier” and together with Cass County, the “Political Subdivisions”).

### **RECITALS:**

The Political Subdivisions are each authorized pursuant to Chapter 40-57 of the North Dakota Century Code (the “Act”) to issue revenue bonds and to loan the proceeds thereof to a contracting party to finance revenue producing facilities and to refinance existing indebtedness.

Metro Sports Foundation, Inc., a North Dakota nonprofit corporation (the “Corporation”), has requested Frontier to issue Arena Facilities Revenue Refunding Bonds (Metro Sports Foundation, Inc. Project) Series 2024 (the “Bond”) in an aggregate amount not exceeding \$5,500,000 for the purpose of refinancing its Arena Facilities Revenue Bonds (Metro Sports Foundation, Inc. Project) Series 2017, the proceeds of which were used to refinance certain bonds issued in 2012 and 2008 to finance and refinance the cost of constructing and equipping a 5,000-spectator multipurpose event center and functionally related facilities, and a 35,500 square foot ice arena and functionally related facilities, both located at 5225 31<sup>st</sup> Avenue South, Fargo, North Dakota.

Section 40-57-03, subsections (1) and (8) of the Act authorize municipalities to enter into and perform agreements with other municipalities concerning the planning, construction, lease, or other acquisition and financing of a project, including an agreement whereby a municipality issues its revenue bonds on behalf of one or more other municipalities to finance a project located within the boundaries of another municipality.

The governing bodies of the Political Subdivisions have each held public hearings regarding the issuance of the Bond and following the public hearings have given approval to the refinancing of the Projects as described herein, the issuance of the Bond under the Act by Frontier and the execution and delivery of this Intergovernmental Agreement.

The Political Subdivisions have determined that an intergovernmental approach should be entered into and that it is in the best interests of the Political Subdivisions and the Corporation to refinance the prior bonds and the Projects by the Bond to be issued by Frontier.

### **NOW, THEREFORE, THE POLITICAL SUBDIVISIONS AGREE AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR INTERGOVERNMENTAL AGREEMENT.** This Intergovernmental Agreement is authorized by Section 40-57-03, subsections (1) and (8) of the Act, which authorize a municipality to issue revenue bonds to finance projects on behalf of one or more other municipalities.

**SECTION 2. PURPOSE OF THE INTERGOVERNMENTAL AGREEMENT.** The purpose of this Intergovernmental Agreement is to permit the refinancing of prior bonds and the Projects located in Cass County through the Bond to be issued by Frontier.

**SECTION 3. TERMS OF THE INTERGOVERNMENTAL AGREEMENT.** Cass County hereby consents to the issuance of the Bond by Frontier to refinance the Projects located within the boundaries of Cass County. Frontier may authorize, execute and deliver the Bond, the Financing Agreement and any other necessary documents on such terms and conditions as it may deem desirable without further approval or consent from Cass County. The Bond and all of the other documents, agreements and certifications may be entered into and executed solely by authorized officers of Frontier.

**SECTION 4. NO LIABILITY.** Neither this Intergovernmental Agreement nor any actions, agreements, or legal matters related hereto or in pursuance hereof, shall in any manner or form create an indebtedness or liability of the Political Subdivisions. The Bond shall be a special, limited obligation of Frontier payable solely from proceeds, revenues and other amounts specifically pledged thereto. The Bond and the interest thereon shall neither constitute nor give rise to a pecuniary liability, general or moral obligation or a pledge of the full faith or credit of the Political Subdivisions, the State of North Dakota or any political subdivision thereof.

**SECTION 5. INDEMNIFICATION.** The Corporation hereby agrees to indemnify and hold the Political Subdivisions harmless from any and all claims, demands, lawsuits, administrative or regulatory actions or investigations initiated toward or against the Political Subdivisions as a result of the issuance of the Bond, including any post-compliance obligations related thereto, and agrees to fully reimburse the Political Subdivisions for any and all costs, including attorneys' fees or other professional fees, incurred by the Political Subdivisions in responding to such claims, demands, lawsuits, administrative or regulatory actions or investigations.

**SECTION 6. TERMINATION.** This Intergovernmental Agreement shall terminate upon the retirement or defeasance of the last outstanding Bond and this Intergovernmental Agreement may not be terminated in advance of such retirement or defeasance.

**IN WITNESS WHEREOF,** duly authorized officers of the Political Subdivisions have executed this Intergovernmental Agreement as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

**Attest:**

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
County Auditor

**CITY OF FRONTIER, NORTH DAKOTA**

**Attest:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Auditor

Metro Sports Foundation, Inc. agrees to be bound by the provisions of Section 5 of this Intergovernmental Agreement.

**METRO SPORTS FOUNDATION, INC.**

\_\_\_\_\_  
President