



West Fargo City Commission Meeting  
Monday, April 1, 2019  
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – March 18, 2019 **(Pg 2-5)**
- D. Building Permits

**Consent Agenda – Approve the Following:**

- a. Bills **(Pg 6-12)**
- b. Games of Chance for Haley's Milk Run. Games to be conducted: Raffle from 4/19/19 to 9/19/19 at the WDAY Booth at West Fargo Cruise Nights **(Pg 13)**
- c. Re-approval of West Fargo 10<sup>th</sup> Addition Final Plat **(Pg 14-16)**
- d. Approve a 12-month Temporary Use Permit for Model Home at 5553 8<sup>th</sup> Street West **(Pg 17-18)**
- e. Liquor License Application and Request for Background Check, 695 32 Ave E **(Pg 19-26)**

**Regular Agenda**

- 1. 5:30pm Public Hearing and First Reading on the Rezoning From A: Agricultural, to C-OP: Commercial Office Park at 310 24 Ave E – **Tim Solberg (Pg 27-31)**
- 2. 5:30pm Public Hearing and First Reading on Zoning Ordinance Amendment to Section 4-427-A C-OP: Commercial Office Park District – **Tim Solberg (Pg 32-36)**
- 3. 5:30PM Public Hearing to add Renaissance Zone block – **Callie Roth (Pg 37-41)**
- 4. Review Fargo Transit Agreement – **Larry Weil, Julie Bommelman, Matt Peterson (Pg 42-47)**
- 5. Review Neighborhood Revitalization Program Application – **Larry Weil (Pg 48-52)**
- 6. Lake Agassiz Habitat for Humanity Dakota Blitz Update – **Jim Nelson (Pg 53-56)**
- 7. West Fargo Fire Department 2018 Annual Report – **Dan Fuller (Pg 57-80)**
- 8. Review Lodging Tax Workout Agreement with Super 8 Motel – **Jim Larson (Pg 81-83)**
- 9. Review Spring Melt Emergency Declaration – **Pierre Freeman (Pg 84)**
- 10. Update on Spring Melt Assistance RFQ – **Chris Brungardt**
- 11. Review Amendment No. 2 to the Owner-Engineer Agreement with KLJ – **Dustin Scott (Pg 85-87)**
- 12. Review Access Agreement and Access Easement with SE Cass Water Resource District for the construction of Water Improvement Project No. 1312 – **Dustin Scott (Pg 88-111)**
- 13. Review bid results and recommendation for Street Improvement District No. 2250 – Kensington Drive – **Dustin Scott (Pg 112-116)**
- 14. Review Petition for Improvements for Eaglewood 7<sup>th</sup> Addition, review map and legal description for the creation of Sewer, Water, Storm and Street Improvement District No. 1322 and review Engineer's Report – **Dustin Scott (Pg 117-156)**
- 15. Review Petition for Improvements for Brooks Harbor 9<sup>th</sup> Addition, review map and legal description for the creation of Sewer, Water, Storm and Street Improvement District No. 1323 and review Engineer's Report – **Dustin Scott (Pg 157-181)**
- 16. Fishing Pond Fishing Pier Discussion – **Matt Marshall**
- 17. Second Reading of Ordinance No. 1119, Alcoholic Beverages – **TO TAKE PLACE ON 4/15/19**
- 18. City Administrator's Report – **Tina Fisk**
- 19. Correspondence
- 20. Non-Agenda
- 21. Adjourn



West Fargo City Commission Meeting  
Monday March 18, 2019  
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday March 18, 2019, at 5:30 pm. Those present were Mike Thorstad, Brad Olson, Bernie Dardis and Mark Simmons. Commissioner Eric Gjerdevig was not in attendance. The President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Dardis announced a change to the Consent Agenda. The Lodging Tax Agreement with Super 8 Motel would be moved to the Regular Agenda for discussion. Commissioner Thorstad moved and Commissioner Olson seconded to approve the amended order of agenda. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Simmons seconded to approve the minutes of March 4, 2019. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated March 18, 2019 and Building Permits #44-51. Commissioner Olson moved and Commissioner Thorstad seconded to approve the building permits.

Commissioner Simmons moved and Commissioner Olson seconded to approve the following items from the Consent Agenda, with the requested amendment:

- a. Bills
- b. Games of Chance for West Fargo High School Mustangs Booster, Games to be conducted: Raffle from 3/30/19 to 3/31/19 at the DoubleTree by Hilton, 825 East Beaton Drive
- c. Court Services Contract with the State of North Dakota
- d. Agreement for Provision of Environmental Health Services with Fargo Cass Public Health
- e. Schedule a Public Hearing for the rezoning from A: Agricultural to C-OP: Commercial Office Park at 310 24<sup>th</sup> Avenue E at 5:30 pm on April 1, 2019
- f. Schedule a First Reading and Public Hearing on the Zoning Ordinance Amendment to Section 4-427-A C-OP: Commercial Office Park District at 5:30 pm on April 1, 2019

No opposition. Motion carried.

Cindy Gray, Representative of Metropolitan Council of Governments (METROCOG), appeared before the Commission to provide an overview of the Articles of Association. Some of the highlights addressed included the following: City of Horace is now a voting

member; there are seven jurisdictions involved. After further review, Commissioner Thorstad moved and Commissioner Simmons seconded to approve the Metropolitan Council of Governments Articles of Association. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for the First Reading of Ordinance No. 1119, Alcoholic Beverages. After discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the 1<sup>st</sup> Reading of Ordinance No. 1119. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for the Second Reading of Ordinance No. 1137. There have been no changes from the First Reading. After discussion, Commissioner Thorstad moved and Commissioner Olson seconded to approve the Second Reading. No opposition. Motion carried.

Economic Development Director Matt Marshall appeared before the Commission to Review the Enterprise Incentive. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the draft. No opposition. Motion carried.

Economic Development Director Matt Marshall appeared before the Commission to review the Expo Center Feasibility Study Contract. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve awarding the contract to Stone Planning in the amount of \$21,856.66. The Commission unanimously voted in favor; there was no opposition. Motion carried.

City Engineer Dustin Scott and City Attorney John Shockley appeared before the Commission to review the updated Master Services Agreement with Moore Engineering. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the updated Master Services Agreement. No opposition. Motion carried.

Public Works Director Chris Brungardt appeared before the Commission to review the Wastewater Sewer Agreement with the City of Mapleton. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Wastewater Sewer Agreement with the City of Mapleton. No opposition. Motion carried.

Public Works Director Chris Brungardt and City Engineer Dustin Scott appeared before the Commission for a 2019 Spring Melt discussion. After discussion, Commissioner Thorstad moved and Commissioner Simmons seconded to affirm the spring melt update and to approve the Engineering and Public Works departments to publish an RFQ for Flood Assistance Engineering Services. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review map and legal description for the creation of Storm Sewer Improvement District, and Review Engineer's Report for Storm Sewer Improvement District No. 4063. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the creation of Storm Sewer Improvement District No. 4063, Approve the Engineer's Report, and Authorize the City Engineer to prepare Plans & Specifications. No opposition. Motion carried.

Todd Berning, EPIC Management, and Lance Johnson, West Fargo Events appeared before the Commission to provide updates on West Fargo Events, Sheyenne 32 and Downtown Plaza Design. After discussion, no action was requested of the Commission.

Economic Development Director Matt Marshall appeared before the Commission for a Fueling our Future discussion. Joe Raso, President & CEO of the Greater Fargo Moorhead Economic Development Corporation appeared before the Commission to provide comment on the vision of Fueling our Future. Tom Dawson, Dawson Insurance and Mark Nisbet, Principal Manager of Xcel Energy appeared before the Commission to provide comment. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the \$100,000 over four years contingent upon a joint effort with the City of Fargo, pending a document being brought back for board approval. Commissioner Dardis called for a roll call vote. Commissioner Thorstad voted yes. Commissioner Olson voted yes. Commissioner Simmons voted yes. Commissioner Dardis voted yes. Commissioner Gjerdevig was absent and did not vote. No opposition. Motion carried.

Finance Director Jim Larson appeared before the Commission to discuss the Lodging Tax Agreement with the Super 8 Motel. After discussion, Commissioner Dardis tabled the discussion and approval until the Monday, April 1, 2019 meeting. No opposition. Motion carried.

City Administrator Tina Fisk appeared before the Commission and presented the following for the City Administrator's Report:

- Commission Liaison for spring melt/flood efforts
  - Commissioner Olson moved and Commissioner Simmons seconded to approve Commissioner Dardis as the liaison for the spring melt and flood efforts. No opposition. Motion carried.
- 32<sup>nd</sup> to 40<sup>th</sup> Ave on Sheyenne Street will be shut down in two weeks for construction
  - Communication is being distributed to residents

- First week in April for Commission and the public for the outcomes of the Special Assessment forums
  - Date and time TBD
- April 15<sup>th</sup> Commission meeting – construction contract review with City Attorney John Shockley
- Board of Equalization Meeting on April 2<sup>nd</sup> at 5:30pm

#### Correspondence

Lake Agassiz Regional Council – requesting an elected official to serve as a representative on the board

Oppidan Construction – agreement for berm/landscaping completed by end of May, requesting extension of additional 30 days if the weather requires it

There were no non-agenda items.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned.

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Bernie Dardis  
President of the Board

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Tina Fisk  
City Auditor

# Consent Agenda Item: a

03/19/19  
14:04:52

CITY OF WEST FARGO, ND  
Check Register  
For the Accounting Period: 3/19

Page: 1 of 7  
Report ID: AP300

## Claim Checks

| Check # | Type | Vendor #/Name                                 | Check Amount | Date Issued | Period Redeemed | Claim #  | Claim Amount |
|---------|------|---|--------------|-------------|-----------------|----------|--------------|
| 81835 * | S    | 999999 DAIN & STACIE ERICKSON                 | 11362.00     | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84169 | 11362.00     |
| 81836   | S    | 999999 DAIN & STACIE ERICKSON                 | 1150.00      | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84170 | 1150.00      |
| 81837   | S    | 489 3-D SPECIALITIES                          | 4244.77      | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84110 | 4244.77      |
| 81838   | S    | 2646 4IMPRINT                                 | 430.14       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84150 | 430.14       |
| 81839   | S    | 1187 A1 RADIATOR SALES & REPAIR               | 210.00       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84171 | 210.00       |
| 81840   | S    | 289 ACME TOOLS                                | 488.99       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84185 | 488.99       |
| 81841   | S    | 3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER | 20685.00     | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84239 | 20685.00     |
| 81842   | S    | 3351 AGGRESSIVE TOWING & RECOVERY             | 185.00       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84199 | 185.00       |
| 81843   | S    | 887 AIRBORNE CUSTOM SPRAYING, INC             | 8550.00      | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84069 | 8550.00      |
| 81844   | S    | 2544 AIRGAS USA, LLC                          | 750.00       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84137 | 750.00       |
| 81845   | S    | 317 AMERICAN WELDING & GAS, INC.              | 555.64       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84188 | 555.64       |
| 81846   | S    | 999999 ARTHUR CHAGONDA                        | 23.45        | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84243 | 23.45        |
| 81847   | S    | 22 ASPLIN EXCAVATING                          | 1268.25      | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84065 | 1268.25      |
| 81848   | S    | 2353 BEN NECHIPORENKO                         | 254.75       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84144 | 254.75       |
| 81849   | S    | 2661 BENJAMIN ORR                             | 40.89        | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84147 | 40.89        |
| 81850   | S    | 3273 BERNIE DARDIS                            | 230.52       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84100 | 230.52       |
| 81851   | S    | 36 BERT'S TRUCK EQUIPMENT                     | 86.33        | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84194 | 86.33        |
| 81852   | S    | 1127 BIRSCHBACH EQUIPMENT & SUPPLY            | 917.41       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84222 | 917.41       |
| 81853   | S    | 1403 BLUE TARP FINANCIAL, INC                 | 146.96       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84190 | 146.96       |
| 81854   | S    | 26 BORDER STATES ELECTRIC SUPPLY              | 8158.02      | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84180 | 8158.02      |
| 81855   | S    | 73 BRAUN INTERTEC                             | 6227.00      | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84062 | 6227.00      |
| 81856   | S    | 16 BROKERAGE PRINTING                         | 69.11        | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84113 | 69.11        |
| 81857   | S    | 999999 BRUCE MCCARTNEY                        | 33.00        | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84090 | 33.00        |
| 81858   | S    | 351 BUSINESS ESSENTIALS                       | 821.50       | 03/19/19    |                 |          |              |
|         |      |   |              |             |                 | CL 84070 | 821.50       |

Claim Checks

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|---------|------|---|--------------|-------------|-----------------|----------------------|--------------------|
| 81859   | S    | 39 BUTLER MACHINERY                     | 489.10       | 03/19/19    |                 |                      |                    |
| 81860   | S    | 3081 CALLIE ROTH                        | 35.90        | 03/19/19    |                 | CL 84221             | 489.10             |
| 81861   | S    | 51 CASS COUNTY ELECTRIC COOP            | 40605.31     | 03/19/19    |                 | CL 84079             | 35.90              |
| 81862   | S    | 2254 CASS COUNTY STATES ATTORNEY        | 1000.00      | 03/19/19    |                 | CL 84208<br>CL 84233 | 334.49<br>40270.82 |
| 81863   | S    | 61 CASS COUNTY TREASURER                | 10414.90     | 03/19/19    |                 | CL 84103             | 1000.00            |
| 81864   | S    | 1512 CDW GOVERNMENT, INC                | 280.99       | 03/19/19    |                 | CL 84115<br>CL 84234 | 10385.00<br>29.90  |
| 81865   | S    | 1777 CENTURY LINK                       | 224.54       | 03/19/19    |                 | CL 84099             | 280.99             |
| 81866   | S    | 2392 CHOICE FINANCIAL                   | 48555.18     | 03/19/19    |                 | CL 84104             | 224.54             |
| 81867   | S    | 3216 CINTAS                             | 84.71        | 03/19/19    |                 | CL 84133             | 48555.18           |
| 81868   | S    | 111 CITY OF FARGO                       | 32923.80     | 03/19/19    |                 | CL 84109             | 84.71              |
| 81869   | S    | 2880 CITY OF FARGO                      | 191503.55    | 03/19/19    |                 | CL 84107<br>CL 84187 | 32363.80<br>560.00 |
| 81870   | S    | 66 CITY OF WEST FARGO-PETTY CASH        | 345.00       | 03/19/19    |                 | CL 84224<br>CL 84227 | 191486.75<br>16.80 |
| 81871   | S    | 2833 CONFERENCE ON CRIMES AGAINST WOMEN | 490.00       | 03/19/19    |                 | CL 84220             | 345.00             |
| 81872   | S    | 229 CONSOLIDATED COMMUNICATIONS         | 1516.41      | 03/19/19    |                 | CL 84153             | 490.00             |
| 81873   | S    | 3245 CORE & MAIN                        | 4486.22      | 03/19/19    |                 | CL 84230             | 1516.41            |
| 81874   | S    | 2782 DANE PRANKE                        | 105.00       | 03/19/19    |                 | CL 84174             | 4486.22            |
| 81875   | S    | 856 DAVE'S WEST FARGO TIRE              | 25.66        | 03/19/19    |                 | CL 84125             | 105.00             |
| 81876   | S    | 1825 DELL MARKETING LP                  | 362.70       | 03/19/19    |                 | CL 84134             | 25.66              |
| 81877   | S    | 2706 DEREK WERNER                       | 197.00       | 03/19/19    |                 | CL 84084             | 362.70             |
| 81878   | S    | 807 DISCOVERY BENEFITS, INC.            | 532.75       | 03/19/19    |                 | CL 84156             | 197.00             |
| 81879   | S    | 2225 DTN, LLC                           | 373.25       | 03/19/19    |                 | CL 84085             | 532.75             |
| 81880   | S    | 2100 EAGLE RUN CROSSING LLC             | 2403.00      | 03/19/19    |                 | CL 84217<br>CL 84082 | 373.25<br>2403.00  |

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|---------|------|--------------------------------------|--------------|-------------|-----------------|----------|--------------|
| 81881   | S    | 1502 EIDE BAILLY                     | 160.00       | 03/19/19    |                 |          |              |
| 81882   | S    | 2862 ESSENTIA HEALTH                 | 267.00       | 03/19/19    |                 | CL 84063 | 160.00       |
| 81883   | S    | 728 FARNAM'S GENUINE PARTS, INC      | 83.34        | 03/19/19    |                 | CL 84102 | 267.00       |
| 81884   | S    | 1648 FARSTAD OIL, INC                | 240.90       | 03/19/19    |                 | CL 84172 | 83.34        |
| 81885   | S    | 2098 FBI-LEEDA                       | 1390.00      | 03/19/19    |                 | CL 84198 | 240.90       |
| 81886   | S    | 329 FERGUSON WATERWORKS #2516        | 32441.83     | 03/19/19    |                 | CL 84136 | 1390.00      |
| 81887   | S    | 145 FM EXHAUST & BRAKE CO            | 9.79         | 03/19/19    |                 | CL 84141 | 32441.83     |
| 81888   | S    | 104 FORUM COMMUNICATIONS             | 494.71       | 03/19/19    |                 | CL 84178 | 9.79         |
| 81889   | S    | 155 GALLS, LLC                       | 915.09       | 03/19/19    |                 | CL 84078 | 170.56       |
| 81890   | S    | 975 GARY BOMMERSBACH                 | 37.40        | 03/19/19    |                 | CL 84080 | 273.20       |
| 81891   | S    | 999999 GENE RUDOLPH                  | 9.28         | 03/19/19    |                 | CL 84223 | 50.95        |
| 81892   | S    | 2558 GOODYEAR COMMERCIAL TIRE        | 368.60       | 03/19/19    |                 | CL 84165 | 915.09       |
| 81893   | S    | 556 GRAINGER, INC.                   | 73.62        | 03/19/19    |                 | CL 84159 | 37.40        |
| 81894   | S    | 939 GRAYBAR                          | 537.54       | 03/19/19    |                 | CL 84242 | 9.28         |
| 81895   | S    | 2877 GREATAMERICA FINANCIAL SERVICES | 704.51       | 03/19/19    |                 | CL 84193 | 368.60       |
| 81896   | S    | 135 HAWKINS WTR TREATMENT            | 8116.30      | 03/19/19    |                 | CL 84214 | 73.62        |
| 81897   | S    | 3281 HEARTLAND PAPER COMPANY         | 268.82       | 03/19/19    |                 | CL 84205 | 537.54       |
| 81898   | S    | 687 INFORMATION TECHNOLOGY DEPT      | 664.05       | 03/19/19    |                 | CL 84232 | 704.51       |
| 81899   | S    | 2500 INLAND TRUCK PARTS & SERVICE    | 3079.44      | 03/19/19    |                 | CL 84126 | 4057.40      |
| 81900   | S    | 2409 INTOXIMETERS                    | 1615.00      | 03/19/19    |                 | CL 84181 | 4058.90      |
| 81901   | S    | 1076 IPMA - HR                       | 417.00       | 03/19/19    |                 | CL 84138 | 268.82       |
| 81902   | S    | 999999 JEFF PFLUGRATH                | 31.43        | 03/19/19    |                 | CL 84149 | 664.05       |
|         |      |                                      |              |             |                 | CL 84189 | 2306.04      |
|         |      |                                      |              |             |                 | CL 84200 | 773.40       |
|         |      |                                      |              |             |                 | CL 84164 | 1615.00      |
|         |      |                                      |              |             |                 | CL 84132 | 417.00       |
|         |      |                                      |              |             |                 | CL 84231 | 31.43        |

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|---------|------|--|--------------|-------------|-----------------|----------|--------------|
| 81903   | S    | 1155 JOHN FREEMAN                            | 105.00       | 03/19/19    |                 |          |              |
| 81904   | S    | 2735 KADRMAS, LEE & JACKSON, INC             | 142689.24    | 03/19/19    |                 | CL 84179 | 105.00       |
|         |      |  |              |             |                 | CL 84061 | 1020.00      |
|         |      |  |              |             |                 | CL 84064 | 51386.00     |
|         |      |  |              |             |                 | CL 84236 | 80030.90     |
|         |      |  |              |             |                 | CL 84237 | 1793.34      |
|         |      |  |              |             |                 | CL 84238 | 8459.00      |
| 81905   | S    | 2530 KYLE JOHNSON                            | 197.00       | 03/19/19    |                 | CL 84155 | 197.00       |
| 81906   | S    | 260 LAR'S BODY SHOP                          | 1708.29      | 03/19/19    |                 |          |              |
| 81907   | S    | 578 LARRY WEIL                               | 142.00       | 03/19/19    |                 | CL 84120 | 1708.29      |
| 81908   | S    | 711 LUTHER FAMILY FORD                       | 18.60        | 03/19/19    |                 | CL 84235 | 142.00       |
| 81909   | S    | 299 MENARDS                                  | 520.59       | 03/19/19    |                 | CL 84191 | 18.60        |
| 81910   | S    | 323 METRO COG                                | 42500.00     | 03/19/19    |                 | CL 84206 | 520.59       |
| 81911   | S    | 2766 MIDCONTINENT COMMUNICATIONS             | 75.00        | 03/19/19    |                 | CL 83563 | 42500.00     |
| 81912   | S    | 102 MIDSTATES WIRELESS                       | 7212.20      | 03/19/19    |                 | CL 84140 | 75.00        |
|         |      |  |              |             |                 | CL 84112 | 6695.20      |
|         |      |  |              |             |                 | CL 84128 | 517.00       |
| 81913   | S    | 908 MILES ORTH                               | 122.50       | 03/19/19    |                 | CL 84157 | 122.50       |
| 81914   | S    | 627 MINN-KOTA FELINE CLUB                    | 1000.00      | 03/19/19    |                 | CL 84225 | 1000.00      |
| 81915   | S    | 999999 MISSION MECHANICAL                    | 144.00       | 03/19/19    |                 | CL 84083 | 144.00       |
| 81916   | S    | 628 MTW TOWING                               | 230.00       | 03/19/19    |                 | CL 84124 | 100.00       |
|         |      |  |              |             |                 | CL 84142 | 130.00       |
| 81917   | S    | 3350 MVM CONTRACTING, INC                    | 2194.29      | 03/19/19    |                 | CL 84207 | 2194.29      |
| 81918   | S    | 695 NASRO                                    | 40.00        | 03/19/19    |                 | CL 84152 | 40.00        |
| 81919   | S    | 335 ND DEPT OF TRANSPORTATION                | 955558.72    | 03/19/19    |                 | CL 84066 | 601.44       |
|         |      |  |              |             |                 | CL 84067 | 954957.28    |
| 81920   | S    | 337 ND LEAGUE OF CITIES                      | 40.00        | 03/19/19    |                 | CL 84075 | 40.00        |
| 81921   | S    | 333 ND MOTOR VEHICLE DEPT.                   | 6.50         | 03/19/19    |                 | CL 84161 | 6.50         |
| 81922   | S    | 571 ND WORKFORCE SAFETY & INSURANCE C/O BANK | 80872.04     | 03/19/19    |                 | CL 84076 | 80615.69     |
|         |      |  |              |             |                 | CL 84241 | 256.35       |

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|---------|------|--------------------------------------|--------------|-------------|-----------------|----------|--------------|
| 81923   | S    | 1600 NELSON AUTO CENTER FLEET DEPT   | 29115.35     | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84162 | 29115.35     |
| 81924   | S    | 364 NELSON INTERNATIONAL             | 526.93       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84195 | 526.93       |
| 81925   | S    | 271 NETWORK CENTER COMMUNICATIONS    | 542.00       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84072 | 542.00       |
| 81926   | S    | 2826 NORIDIAN MUTUAL INSURANCE CO    | 331.90       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84101 | 331.90       |
| 81927   | S    | 141 NORTH STAR SAFETY, INC           | 222.04       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84182 | 222.04       |
| 81928   | S    | 328 NORTHERN ENGINE & SUPPL          | 149.96       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84216 | 149.96       |
| 81929   | S    | 3111 NORTHERN SALT INCORPORATED      | 11304.78     | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84197 | 11304.78     |
| 81930   | S    | 331 NORTHERN STATES SUPPLY           | 310.36       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84204 | 178.83       |
|         |      |                                      |              |             |                 | CL 84211 | 131.53       |
| 81931   | S    | 330 NORTHWESTERN EQUIP INC.          | 88.18        | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84218 | 88.18        |
| 81932   | S    | 1774 O'REILLY AUTOMOTIVE STORES, INC | 2216.21      | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84145 | 2216.21      |
| 81933   | S    | 353 OHNSTAD TWICHELL                 | 76631.31     | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84196 | 76631.31     |
| 81934   | S    | 352 OK TIRE                          | 729.84       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84192 | 280.00       |
|         |      |                                      |              |             |                 | CL 84213 | 449.84       |
| 81935   | S    | 399 OLYMPIC SALES                    | 2796.00      | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84176 | 2796.00      |
| 81936   | S    | 276 OSTROMS ACE HARDWARE             | 47.26        | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84122 | 2.29         |
|         |      |                                      |              |             |                 | CL 84215 | 44.97        |
| 81937   | S    | 999999 PETER ENGBRETSON              | 10.00        | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84114 | 10.00        |
| 81938   | S    | 563 PETRO SERVE USA                  | 46189.80     | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84073 | 37360.88     |
|         |      |                                      |              |             |                 | CL 84081 | 7657.61      |
|         |      |                                      |              |             |                 | CL 84087 | 671.31       |
|         |      |                                      |              |             |                 | CL 84148 | 500.00       |
| 81939   | S    | 384 PITNEY BOWES                     | 764.25       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84077 | 345.03       |
|         |      |                                      |              |             |                 | CL 84135 | 419.22       |
| 81940   | S    | 2910 PKG CONSTRUCTION                | 3778.00      | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84127 | 3778.00      |
| 81941   | S    | 411 POWER PLAN OIB                   | 64.06        | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84212 | 64.06        |
| 81942   | S    | 1295 PRO-WEST & ASSOCIATES, INC      | 382.59       | 03/19/19    |                 |          |              |
|         |      |                                      |              |             |                 | CL 84240 | 382.59       |

Claim Checks

| Check # | Type | Vendor #/Name                          | Check Amount | Date Issued | Period Redeemed | Claim #  | Claim Amount |
|---------|------|--|--------------|-------------|-----------------|----------|--------------|
| 81943   | S    | 1166 PRODUCTIVITY PLUS ACCOUNT         | 1107.70      | 03/19/19    |                 |          |              |
| 81944   | S    | 1253 PROTECTION SYSTEMS, INC           | 810.00       | 03/19/19    |                 | CL 84202 | 1107.70      |
| 81945   | S    | 2977 RAMKOTA HOTEL & CONFERENCE CENTER | 507.60       | 03/19/19    |                 | CL 84173 | 810.00       |
| 81946   | S    | 3204 RECORD KEEPERS                    | 16.00        | 03/19/19    |                 | CL 84130 | 507.60       |
| 81947   | S    | 663 ROAD EQUIPMENT PARTS CENTER        | 352.32       | 03/19/19    |                 | CL 84074 | 16.00        |
| 81948   | S    | 2526 RYAN BIRNEY                       | 49.85        | 03/19/19    |                 | CL 84219 | 352.32       |
| 81949   | S    | 2513 SAFETY-KLEEN SYSTEMS, INC.        | 192.50       | 03/19/19    |                 | CL 84160 | 49.85        |
| 81950   | S    | 3353 SAM'S CLUB MC/SYNCB               | 811.47       | 03/19/19    |                 | CL 84186 | 192.50       |
| 81951   | S    | 459 SHERWIN WILLIAMS                   | 412.63       | 03/19/19    |                 | CL 84226 | 811.47       |
| 81952   | S    | 2535 SKOOTER'S PLUMBING                | 800.00       | 03/19/19    |                 | CL 84131 | 412.63       |
| 81953   | S    | 31 STURDEVANT'S AUTO PARTS             | 4290.72      | 03/19/19    |                 | CL 84129 | 300.00       |
| 81954   | S    | 1225 T.R.S. INDUSTRIES, INC            | 2382.26      | 03/19/19    |                 | CL 84175 | 500.00       |
| 81955   | S    | 2272 TALENT PRODUCTIONS                | 575.00       | 03/19/19    |                 | CL 84209 | 4290.72      |
| 81956   | S    | 3352 TITAN MACHINERY-FARGO CASE        | 20000.00     | 03/19/19    |                 | CL 84177 | 2382.26      |
| 81957   | S    | 665 TWIN CITY GARAGE DOOR              | 4877.00      | 03/19/19    |                 | CL 84118 | 575.00       |
| 81958   | S    | 2478 VALLI                             | 5696.66      | 03/19/19    |                 | CL 84210 | 20000.00     |
| 81959   | S    | 1267 VERIZON WIRELESS                  | 91.26        | 03/19/19    |                 | CL 84151 | 4877.00      |
| 81960   | S    | 3212 VISA ADMINISTRATION               | 616.68       | 03/19/19    |                 | CL 84128 | 5122.06      |
| 81961   | S    | 2439 VISA IT                           | 8544.84      | 03/19/19    |                 | CL 84229 | 574.60       |
| 81962   | S    | 2438 VISA PLANNING                     | 95.00        | 03/19/19    |                 | CL 84163 | 91.26        |
| 81963   | S    | 2435 VISA POLICE #1                    | 2335.05      | 03/19/19    |                 | CL 84167 | 616.68       |
| 81964   | S    | 3233 VISA POLICE #2                    | 509.83       | 03/19/19    |                 | CL 84116 | 8544.84      |
| 81965   | S    | 3234 VISA POLICE #3                    | 1156.28      | 03/19/19    |                 | CL 84086 | 95.00        |
|         |      |  |              |             |                 | CL 84158 | 2335.05      |
|         |      |  |              |             |                 | CL 84117 | 509.83       |
|         |      |  |              |             |                 | CL 84119 | 1156.28      |





\*\*\* Consent Agenda \*\*\*

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # C

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5230 DATE: March 22, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Re-approve West Fargo 10<sup>th</sup> Addition. Original Plat was approved by the City Commission on July 16, 2018 ; however, the Final Plat was not filed.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Property in the SE $\frac{1}{4}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 6, T138N, R49W.

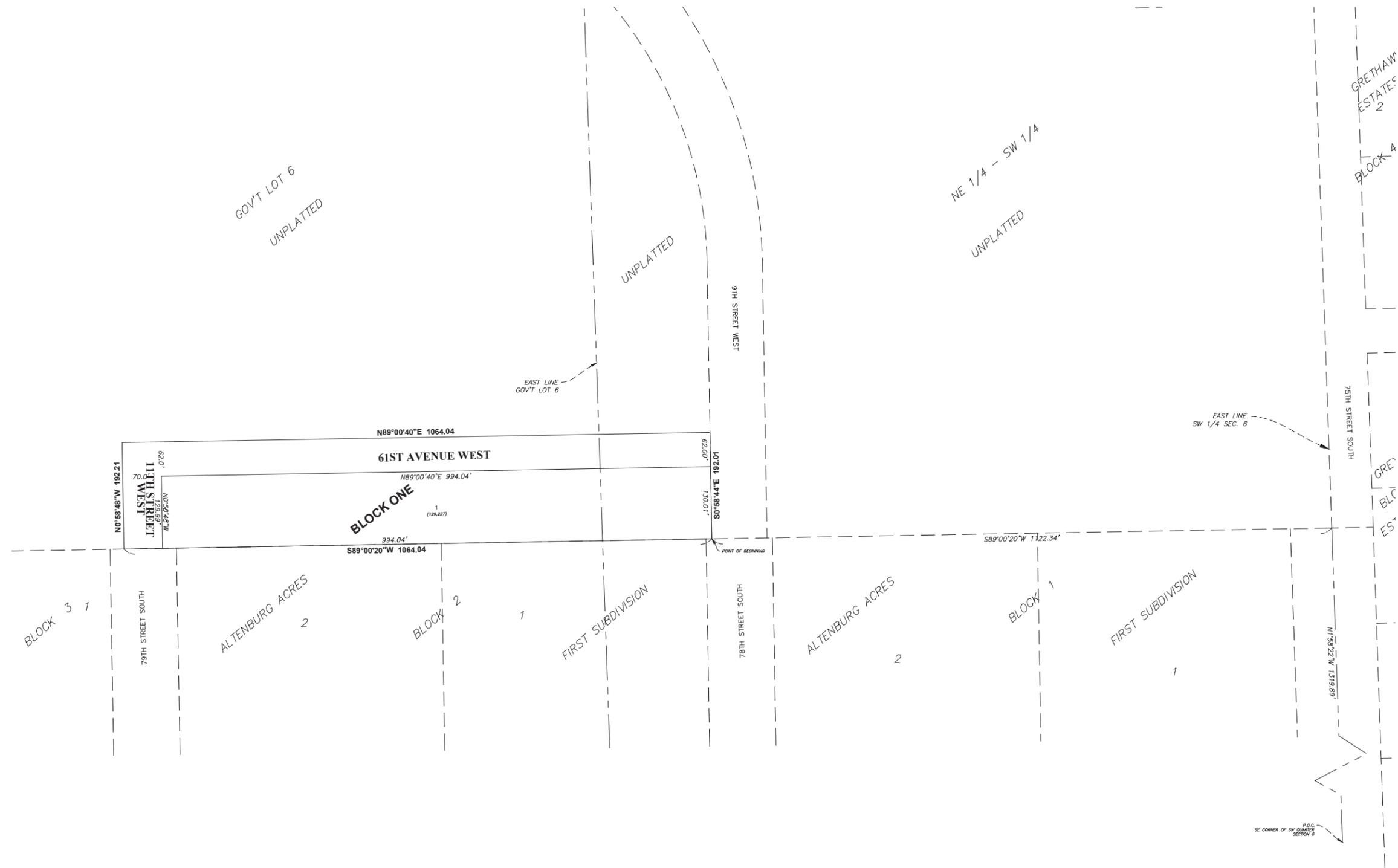
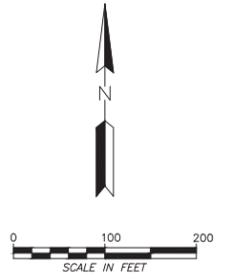
5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Re-approval of Final Plat

# THE WILDS TENTH ADDITION

TO THE CITY OF WEST FARGO

A PLAT OF THOSE PARTS OF GOVERNMENT LOT 6, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



### LEGEND

- SET 5/8"x18" REBAR W/ YELLOW PLASTIC CAP #L.S.-27292
- FOUND IRON MONUMENT
- PLAT BOUNDARY
- PLAT BLOCK LINE
- EXISTING LOT LINE
- QUARTER LINE (5,980)
- LOT AREAS IN SQ. FT.

NOTES:  
 BEARINGS ARE BASED ON EAST LINE OF SOUTHWEST QUARTER  
 GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.



Responsive partner. Exceptional outcomes.

3303 Fiechtner Drive  
Fargo, ND 58103

Ph: 701-297-9600  
Fax: 701-297-9601

# THE WILDS TENTH ADDITION

## TO THE CITY OF WEST FARGO

### A PLAT OF THOSE PARTS OF GOVERNMENT LOT 6, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

#### CERTIFICATE

Joshua J. Nelson, being duly sworn, deposes and says that he is the Registered Land Surveyor who prepared and made the attached plat of "THE WILDS TENTH ADDITION" to the City of West Fargo, a plat of those parts of Government Lot 6, and the Northeast Quarter of the Southwest Quarter, all in Section 6, Township 138 North, Range 49 West, Cass County, North Dakota; that said plat is a true and correct representation of the boundary survey; that all distances are correctly shown on said plat; that monuments have been placed in the ground as indicated for the guidance of future surveys and that said addition is described as follows, to wit:

Those parts of Government Lot 6, and the Northeast Quarter of the Southwest Quarter all in Section 6, Township 138 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence on an assumed bearing of North 01 degrees 58 minutes 22 seconds West along the east line of said Southwest Quarter, a distance of 1319.89 feet to the north line of ALTENBURG ACRES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 89 degrees 00 minutes 20 seconds West along said north line 1122.34 feet to the point of beginning, which is the intersection of the west Right-of-Way line of Ninth Street West and the north line of said ALTENBURG ACRES FIRST ADDITION; thence South 89 degrees 00 minutes 20 seconds West along said north line 1064.04 feet; thence North 00 degrees 59 minutes 48 seconds West 191.21 feet; thence North 89 degrees 00 minutes 40 seconds East 1064.04 feet to the west Right-of-Way line of Ninth Street West; thence South 00 degrees 58 minutes 44 seconds East along the west Right-of-Way line of Ninth Street West a distance of 192.01 feet to the point of beginning.

Said tract contains 4.69 acres, more or less.

Subject to Easements, Restrictions, Reservations and Rights of Way of Record.

Joshua J. Nelson  
Professional Land Surveyor  
N.D. Registration No. LS-27292

State of North Dakota )  
 ) SS  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, appeared before me, Joshua J. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_

#### DEDICATION

We, the undersigned, do hereby certify that we are the owners of the land described in the plat of "THE WILDS TENTH ADDITION" to the City of West Fargo, a plat of those parts of Government Lot 6, and the Northeast Quarter of the Southwest Quarter, all in Section 6, Township 138 North, Range 49 West, Cass County, North Dakota; that we have caused it to be platted into lots and blocks as shown by said plat and certification of Joshua J. Nelson, Registered Land Surveyor, and that the description as shown in the certificate of the Registered Land Surveyor is correct. We hereby dedicate all Streets, Lanes, and Drives shown on said plat to the Public.

Owner: Westport Investments, LLC

James R. Bullis, Secretary

State of North Dakota )  
 ) SS  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, appeared before me, James R. Bullis known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same on behalf of Westport Investments, LLC.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_

#### WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Tom McDougall, Chairman  
West Fargo Planning Commission

State of North Dakota )  
 ) SS  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, appeared before me, Tom McDougall, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_

#### WEST FARGO CITY COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Bernie Dardis, President  
West Fargo City Commission

Tina Fisk  
City Auditor

State of North Dakota )  
 ) SS  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, appeared before me, Bernie Dardis, President of the West Fargo City Commission, and Tina Fisk, City Auditor, known to me to be the persons whose names are subscribed to the above certificate and did acknowledge to me that they executed the same on behalf of the West Fargo City Commission.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_

#### WEST FARGO CITY ATTORNEY APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

John T. Shockley, City Attorney

State of North Dakota )  
 ) SS  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, appeared before me, John T. Shockley, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as the West Fargo City Attorney.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_

#### CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Dustin T. Scott, PE  
City Engineer

State of North Dakota )  
 ) SS  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, appeared before me, Dustin T. Scott, City Engineer, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_



AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda #   d  

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON:   Tim Solberg  

2. PHONE NUMBER:   433-5320   DATE:   March 21, 2019  

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Brookstone Property wishes to provide a Model Home at 5553 8<sup>th</sup> St W. The Model Home is used to showcase the homebuilders work and not used as a sales or design office. This would allow realtors and prospective buyers the opportunity to view and make selections on their Brookstone Property home. They will be able to enter either through the main front door or through a garage entrance. This model home will not be staffed. They anticipate the completion of the home will be April 15, 2019. Attached you will find a rendering. The only change is the garage door. In lieu of the garage door, they will be installing a single door in the middle with two windows on either side of the door. Model Homes are provided for as a temporary use within section 4-531 of City Ordinances and require a temporary use permit to be considered by the City Commission for a period no longer than 12 months with the ability for an applicant to re-apply at the discretion of the City Commission.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

5553 8<sup>th</sup> St W (Lot 12, Block 1, Wild's 9<sup>th</sup> Addition)

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval of the temporary use permit for 12 months with the ability to re-apply.





When completed please mail to: West Fargo City Hall  
800 4th AVE E STE 1  
West Fargo ND, 58078  
If you have any questions, please call: (701)433-5300

MAR 28 2019

**LIQUOR LICENSE APPLICATION - PRE-APPROVAL REVIEW (FORM A)**

**All licenses expire each year on June 30th. (New license fees will be prorated with the number of months remaining in a license year)**

*Requests for Liquor Licenses require an administrative review prior to consideration by the City Commission. Administrative fees are utilized to offset the cost of this process and are non-refundable. If your license request is granted, you will be asked to complete a Post Approval Liquor License form to calculate final license fees.*

For period beginning June 1, 2019 and ending June 30, \_\_\_\_\_  
 Business Name: Buffalo Wings & Rings  
 DBA/Name: BWR-West Fargo, Inc.  
 Business Address: 695 32nd Ave East, West Fargo, ND 58078  
 Phone #: 701-532-3000 Cell Phone: 701-340-3930 Email: bwral@outlook.com

**I. TYPE OF LICENSE(S) APPROVED:**

(CIRCLE THE APPROPRIATE LICENSES AND CALCULATE TOTAL FEES)

**Application Review Fees**

|                                      |          |
|--------------------------------------|----------|
| Retail On and Off Premises Liquor    | \$375    |
| Retail On and Off Premises Beer/Wine | \$100    |
| Retail On Premises Liquor            | \$275    |
| Retail On Premises Beer/Wine         | \$150    |
| Retail Off Premises Liquor           | \$275    |
| Retail Off Premises Beer/Wine        | \$150    |
| Retail Club/Lodge On Sale Liquor     | \$250    |
| Retail Club/Lodge On Sale Beer/Wine  | \$38     |
| Wholesale                            | \$250    |
| Total Due                            | \$425.00 |

*\$425*

*CK# 5242  
Pd 3/28/19*

- \* If you are applying for a **Club License**, how many members do you have at this time? \_\_\_\_\_
- \* If you are applying for a **On-Premises Liquor License** and plan to serve food:  
 Will you allow people under the age of 21 in your establishment? yes If yes, do you  
 anticipate that the sale of food will exceed the sale of alcoholic beverages? yes  
 (in future years you will be required to provide proof of food to alcohol sales)

II. APPLICANT DATA: (individual filling out application for license):

Your Full Name: (First, Middle, Last): Allan Francis Hauck

Applicant Legal Address: 13808 Saddlehorn Drive, Bismarck, ND 58503 (new)

Date of Birth: 01/09/1962 Social Security #: [redacted] US Citizen: Y or N yes

Applicant Email Address: bwral@outlook.com

Applicant Phone #: 701-340-3930 How long have you been a resident of ND? 57 Years Have you ever been convicted of any violation, or any law, other than a traffic offense in the U.S.? no If yes, what crime?

What Court? \_\_\_\_\_

Have you ever been convicted of any violation of laws governing the manufacture, sale, consumption or possession of intoxicating beverages? no If yes provide details: \_\_\_\_\_

Please list any current or previous liquor licenses held: \_\_\_\_\_

Restaurant Liquor, Wine, & Beer in Minot and Bismarck, ND

Have you ever had a liquor license revoked or rejected by any municipality or state? yes

If yes, provide details:

Minot, 3 day suspension for serving a minor, city of Minot was doing compliance checks and server failed to read id correctly, I am not sure of exact date but I think it was July of 2015

Will you be engaged in any other form of business besides the sale of liquor under the applied license? yes If yes provide details: Full Service Restaurant and Bar

List names, addresses and phone numbers of three business references (at least one bank), and state the extent of your business relations with each:

1. Food Service of America - 4101 15th Ave N, Fargo, ND 701-354-4617

2. Haga Kommer - 4654 Amber Valley Parkway S, Fargo, ND 701-277-3111

3. Gate City Bank, 924 31st Ave SW, Minot, ND 701-857-8444

III. RESIDENT MANAGER INFORMATION:

Name: Kendall Krodel Date of Birth: 03-09-1992

Address: 4643 36th Ave South #107, Fargo, ND 58104 Phone #: 701-340-0950

List resident manager's previous employment for past five years:

Buffalo Wings and Rings - Bismarck ND 2016- Present

Buffalo Wings and Rings - Minot ND 2012-2016

**IV. BUSINESS DATA:**

Name of Business (DBA): BWR-West Fargo, Inc. dba Buffalo Wings and Rings

Mailing Address of Licensed Establishment: 4424 N 15th Street, Bismarck, ND 58503

Establishment Phone #: \_\_\_\_\_  
applied for

Business Type: (Sole Proprietorship, Partnership, Corporation) S-Corporation

Based on the business type above provide below the **names, addresses and dates of birth of ALL individuals, partners, officers and directors**. Include all persons with 1% or more interest in the business and indicate percentage of ownership: (add additional pages if necessary):

Allan F Hauck, 13088 Saddlehorn Drive, Bismarck, ND 58504 (01-09-1962) President

Mary K Hauck, 13808 Saddlehorn Drive, Bismarck, ND 58504 (04-18-1962) Secretary

**If Incorporated:** Date of Charter: 01-31-2019 State of Charter: North Dakota

List any person (including name, address, date of birth and association with business), other than the applicants listed, with any right, title, estate or interest in the leasehold, furniture, fixtures or equipment in the premises for which the license is requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the business have any interest, directly or indirectly, with any other liquor establishment in any state? no

If yes give names and addresses of the establishments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. ATTACH A DETAILED FLOOR-PLAN OF BUSINESS**

**(HAND DRAWN FLOOR PLANS WILL NOT BE ACCEPTED)**

**VI. EMPLOYEE ROSTER LIST - SERVER TRAINING (SEE ATTACHED FORM)**

For new establishments, you will be given 90 days from date of opening to submit a server training roster which will list servers with completed training, as well as a detailed plan for completion of training for those who have not . Employee server training must be kept current and is subject to periodic review.

Information on signup and training is available online at Fargo Cass Public Health Department's Website:

[www.fargocasspublichealth.com](http://www.fargocasspublichealth.com)

VII. VALIDATION/SIGNATURES

Do you agree not to permit the sale of alcohol on said premises to a minor, incompetent person, or a person who is inebriated or a habitual drunkard?  Yes  No

Do you understand that any license granted with this application will not be transferable except by specific authority of the governing body and will authorize the sale of products as applied for only at the place and premises designated in the application and said license?  Yes  No

Have you reviewed the Alcoholic Beverage Ordinances(s) of the City of West Fargo and are familiar with the conditions and requirements of these ordinances?  Yes  No

If granted an alcoholic beverage license, will you comply with the State of North Dakota Liquor Control Act and the City of West Fargo Alcoholic Beverage Ordinances, as well as any amendments to either of these, which may be made in the future?  Yes  No  
(copy of current ordinance provided with application)

Do you understand that approval of license application is contingent upon having completed successful inspections from the Police Department, Fire Department, Building Inspection Department and Cass County Health Department? *yes*

Do you certify that property owned in connection with this license does not have real and/or personal property taxes that are delinquent?  Yes  No

For leased/rented property, do you certify that all payments are current?  Yes  No

I(We) am (are) familiar with the information in this completed application, the answers and information contained herein are, to the best of my (our) knowledge true, complete and accurate

All signatures must be notarized.

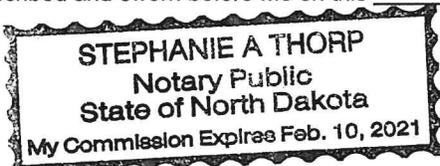
List owner(s) names (In case of a Corporation only President and Secretary are required):

Name : Allan F Hauck  
Title: President  
Signature: [Signature]  
Date: 3-26-2019  
Name : Mary K Hauck  
Title: Secretary  
Signature: [Signature]  
Date: 3-26-2019

Name : \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name : \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Before me personally appeared: (list names from above) Allan F Hauck, Mary K Hauck

Subscribed and sworn before me on this 26 day of march, 2019



[Signature]  
(Signature of Notary Public)

My Commission expires: February 10, 2021

Notary Public for Burleigh Co., ND 4

**VIII. BACKGROUND CHECK AUTHORIZATION**

To: \_\_\_\_\_

(Please leave blank - for use of WF Police Department)

**YOU ARE HEREBY AUTHORIZED** to release to the bearer of this authorization, any and all information concerning my dealings as a customer of your institution. Said information is to be given in connection with the investigation by the West Fargo Police Department in relation to a liquor license request.

PRINTED NAME OF APPLICANT: Alan F. Hauck

By releasing this information to the West Fargo Police Department, I understand that my information may be subject to North Dakota open record laws.

Signature of Applicant:  Date: 3-26-2019

Please forward the records for the above investigation for a City liquor license to:

West Fargo Police Department  
ATTN: License Investigations  
800 4th Avenue East, Ste 2  
West Fargo, ND 58078  
Fax: 701-433-5508

**VIII. BACKGROUND CHECK AUTHORIZATION**

To: \_\_\_\_\_

(Please leave blank - for use of WF Police Department)

**YOU ARE HEREBY AUTHORIZED** to release to the bearer of this authorization, any and all information concerning my dealings as a customer of your institution. Said information is to be given in connection with the investigation by the West Fargo Police Department in relation to a liquor license request.

PRINTED NAME OF APPLICANT: Mary K. Hauck

By releasing this information to the West Fargo Police Department, I understand that my information may be subject to North Dakota open record laws.

Signature of Applicant: Mary K. Hauck Date: 3-26-2019

Please forward the records for the above investigation for a City liquor license to:

West Fargo Police Department  
ATTN: License Investigations  
800 4th Avenue East, Ste 2  
West Fargo, ND 58078  
Fax: 701-433-5508

VIII. BACKGROUND CHECK AUTHORIZATION

To: \_\_\_\_\_

(Please leave blank - for use of WF Police Department)

YOU ARE HEREBY AUTHORIZED to release to the bearer of this authorization, any and all information concerning my dealings as a customer of your institution. Said information is to be given in connection with the investigation by the West Fargo Police Department in relation to a liquor license request.

PRINTED NAME OF APPLICANT: Kendall Krodel

By releasing this information to the West Fargo Police Department, I understand that my information may be subject to North Dakota open record laws.

Signature of Applicant:  Date: 3-26-19

Please forward the records for the above investigation for a City liquor license to:

West Fargo Police Department  
ATTN: License Investigations  
800 4th Avenue East, Ste 2  
West Fargo, ND 58078  
Fax: 701-433-5508



AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 1

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: March 27, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Rezoning from A: Agricultural, to C-OP: Commercial Office Park.

---

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

310 24<sup>th</sup> Avenue East (property located in the NW<sup>1</sup>/<sub>4</sub> of Section 20, T139N, R49W), City of West Fargo, North Dakota.

---

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold First Reading and Public Hearing on the rezoning at 5:30 pm on April 1, 2019.

---

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

| A19-10  | REZONING                         |
|---|----------------------------------|
| 310 24th Avenue East (property located in the NW¼ of Section 20, T139N, R49W) |                                  |
| Applicant: Dan Bueide   | Staff Contact: Tim Solberg, AICP |
| Owner: Rusty Goose Development LLLP   |                                  |
| Planning & Zoning Commission Introduction:                                    | 03-12-2019                       |
| Public Hearing:   | 03-12-2019 – Approval            |
| City Commission Introduction:   | 03-18-2019                       |
| Public Hearing & 1 <sup>st</sup> Reading:                                     | 04-01-2019                       |
| 2 <sup>nd</sup> Reading:  |                                  |

**PURPOSE:**

Rezoning from A: Agricultural to C-OP: Commercial Office Park.

**STATEMENTS OF FACT:**

|                                      |  |
|--------------------------------------|--|
| Land Use Classification:             | G-2 Sub-Urban – Growth Sector  |
| Existing Land Use:                   | Residential (Farmstead)  |
| Current Zoning District(s):          | A: Agricultural  |
| Zoning Overlay District(s):          | CO-I: Interstate Corridor Overlay District   |
| Proposed Zoning District(s):         | C-OP: Commercial Office Park District  |
| Total area size:                     | 8.54 Acres   |
| Adjacent Zoning Districts:           | North – A: Agricultural<br>South – R-1A: Single Family Dwellings<br>East– C-OP: Commercial Office Park District<br>West – A: Agricultural (Sheyenne River) |
| Adjacent street(s):                  | 23 <sup>rd</sup> Avenue East (Local)   |
| Adjacent Bike/Pedestrian Facilities: | Path Along south side of 23 <sup>rd</sup> Avenue East  |
| Available Parks/Trail Facilities:    | River’s Bend Facility to the south accessible via path and sidewalks   |

**DISCUSSION AND OBSERVATIONS:**

- The applicant intends to sell the property and wishes to rezone the property to ensure the buyer’s intended use will be permitted.
- The property is not platted which will be required prior to any development.
- The Interstate Corridor Overlay increases building and site requirements and would remain in place on the property.

**NOTICES:**

Sent to: Property owners within 150’.

Comments Received:

- None to date.

STAFF REPORT

**CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:**

- The City's new Comprehensive Plan does not restrict the use on the property and would not require a land use plan amendment. Staff finds it to be consistent with the City's new Comprehensive Plan.
- Buffer requirements found in the City's Landscaping Standards Section 4-449-A will ensure proper landscaping buffering between the Commercial Office Park uses and residential uses to the south.

**RECOMMENDATIONS:**

It is recommended that the City approve the rezoning on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. Property is platted in accordance with City of West Fargo Subdivision Ordinance prior to any future development.

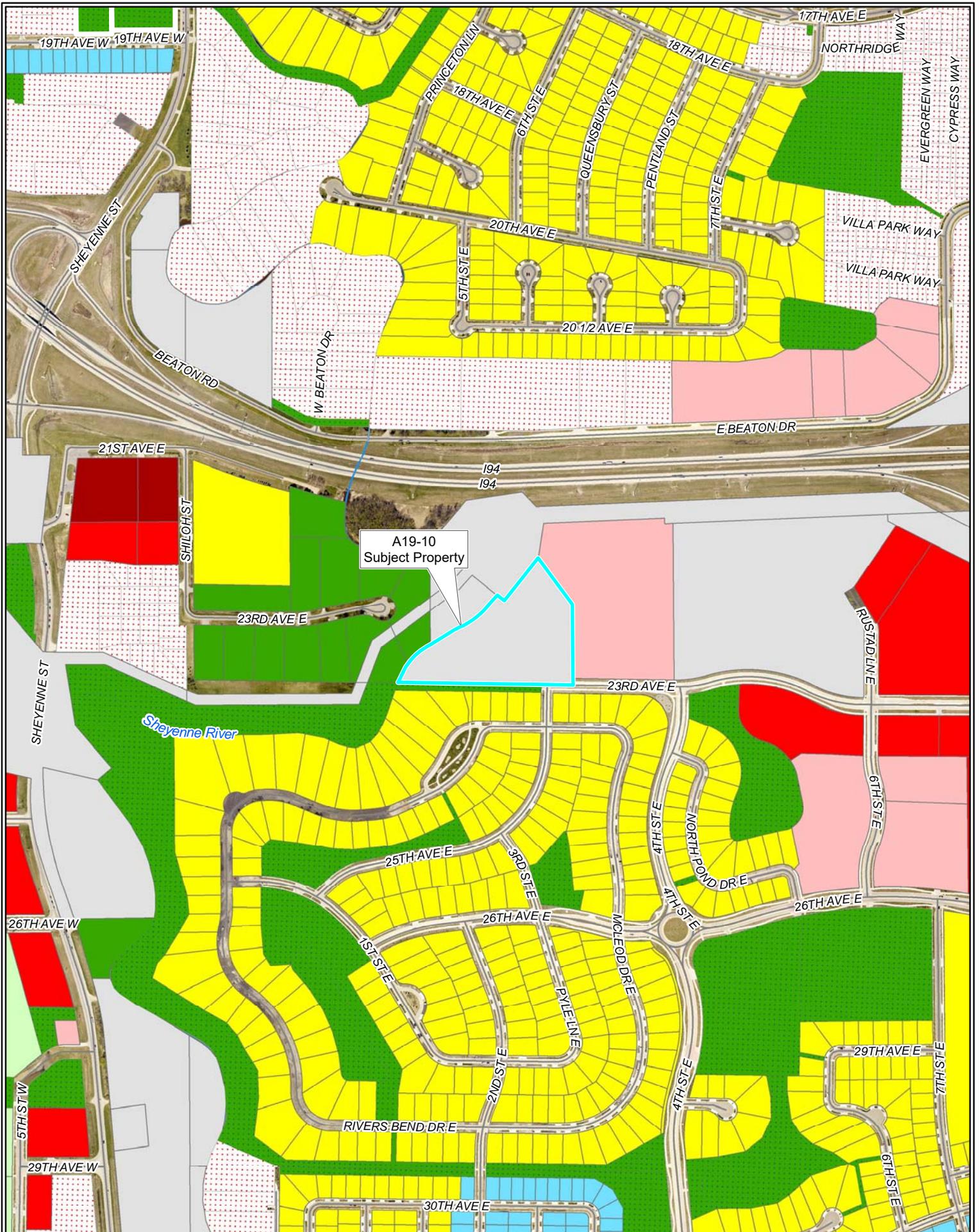
**PLANNING AND ZONING RECOMMENDATION:**

At their March 12, 2019 meeting, the Planning and Zoning Commission recommended approval of the rezoning, subject to the condition listed above.



A19-10  
Subject Property





A19-10  
Subject Property

**City of**  
**WEST FARGO**

|  |   |  |  |
|--|---|--|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #f0f0f0; border: 1px solid #ccc; margin-right: 5px;"></span> A: Agricultural</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0e0; border: 1px solid #ccc; margin-right: 5px;"></span> C: Light Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #d0d0d0; border: 1px solid #ccc; margin-right: 5px;"></span> C-OP: Commercial Office Park</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #c0c0c0; border: 1px solid #ccc; margin-right: 5px;"></span> HC: Heavy Commercial</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> LI: Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> M: Heavy Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> P: Public</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> PUD: Planned Unit Development</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-1: One and Two Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-1A: Single Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-1B: Special Single Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-1E: Rural Estate</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-1S: Special One and Two Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-1SM: Mixed One and Two Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-2: Limited Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-3: Multiple Dwelling</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-4: Mobile Home</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-5: Manufactured Home</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-L1A: Large Lot Single Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e0e0ff; border: 1px solid #ccc; margin-right: 5px;"></span> R-R: Rural Residential</li> </ul> |
|--|---|--|--|

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 2

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321      DATE: March 27, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Zoning Ordinance Amendment to Section 4-427-A C-OP: Commercial Office  
Park District.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

N/A

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold First Reading and Public Hearing on the Zoning Ordinance Amendment at  
5:30 pm on April 1, 2019.

STAFF REPORT

| A19-11  | ZONING ORDINANCE AMENDMENTS      |
|---|----------------------------------|
| Zoning Ordinance Amendment to Section 4-427-A C-OP: Commercial Office Park District |                                  |
| City of West Fargo  | Staff Contact: Tim Solberg, AICP |
| Planning & Zoning Commission Introduction:  | 03-12-2019                       |
| Public Hearing:   | 03-12-2019 – Approval            |
| City Commission Introduction:   | 03-18-2019                       |
| Public Hearing & & 1 <sup>st</sup> Reading:   | 04-01-2019                       |
| 2 <sup>nd</sup> Reading   |                                  |

**PURPOSE:**

Amendment to Section 4-427-A C-OP: Commercial Office Park District.

**DISCUSSION AND OBSERVATIONS:**

- A proposed amendment would allow for medical and dental facilities such as clinics, hospitals, nursing, basic care or convalescent homes, not including Behavioral Health Care Facility to be a permitted use.
- The current ordinance does not provide for medical facilities, which staff believes to be a compatible use within the current districts permitted uses.
- The verbiage used is taken directly from the C: Light Commercial district and was intended to allow for typical medical facilities that would be a common site in an office setting. Further, having recently clarified language on nursing, basic care or convalescent homes, not including Behavioral Health Care Facilities would further protect the district from permitting by right uses which may be considered less compatible.

**NOTICES:**

Sent to: Notice in the newspaper and City Departments

Comments Received:

- None to date.

**RECOMMENDATIONS:**

Following the public hearing and obtaining public comments, consider recommending approval of the ordinance amendments.

**PLANNING AND ZONING RECOMMENDATION:**

At their March 12, 2019 meeting, the Planning and Zoning Commission recommended approval of the zoning ordinance amendment.

ORDINANCE NO. 1139

AN ORDINANCE TO AMEND AND REENACT SECTION 4-427-A.2 AND 4-427-A.3 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO MEDICAL FACILITIES IN THE C-OP (COMMERCIAL OFFICE PARK) DISTRICT.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Section 4-427-A.2 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-427-A.2. PERMITTED USES.

1. Commercial and professional office buildings, single or multi tenant.
2. Business services, such as banks, and other financial institutions, and professional offices.
3. Cultural and educational facilities.
4. Churches and Schools.
5. Public/Semi-public facilities.
6. Medical and dental facilities such as clinics, hospitals, nursing, basic care or convalescent homes, not including Behavioral Health Care Facility.

SECTION 2. Section 4-423-A.3 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-427-A.3. CONDITIONALLY PERMITTED USES. The following uses may be permitted in the "C-OP" District subject to the conditions hereinafter imposed and subject further to review and approval by the City as required by Section 4-550 of this ordinance:

1. Office combined with showrooms, in which products are provided for viewing and display to retail or wholesale buyers, provided that in such building, office space comprises of no less than forty percent (40%) of the

gross floor space of the building, but not outdoor display.

2. Office combined with warehouse, in which products are stored for use, repackaging, display, and shipping, but not assembly, manufacturing, or fabrication, provided that in such building, office space comprises no less than forty percent (40%) of the gross floor space of the building, but not outdoor storage.
3. Full service restaurants, provided that where such restaurant is integral to another principal building, such as an office or hotel, parking supply is calculated to accommodate the mix of uses.
4. Hotels and motels.
- ~~5. Nursing and basic care homes, retirement homes, and convalescent homes.~~
65. Assisted living facilities when the following conditions are met:
  - a. The majority of residents are age fifty-five (55) and older and there is a minimum of one full time equivalent employee per every six residents.
  - b. The services of a licensed registered nurse are available to all residents.
  - c. The applicant provides the city planner with a detailed plan showing the activities and personnel that will be available to residents of the facility.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

---

President of Board of City  
Commissioners of the City of  
West Fargo, North Dakota

ATTEST:

---

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Callie Roth

**Phone Number: \***

701-433-5313

**Email Address:**

callie.roth@westfargond.gov

**Date \***

3/28/2019

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for Public Hearing to add Renaissance Zone block

**Site Address or Legal Description (if applicable)**

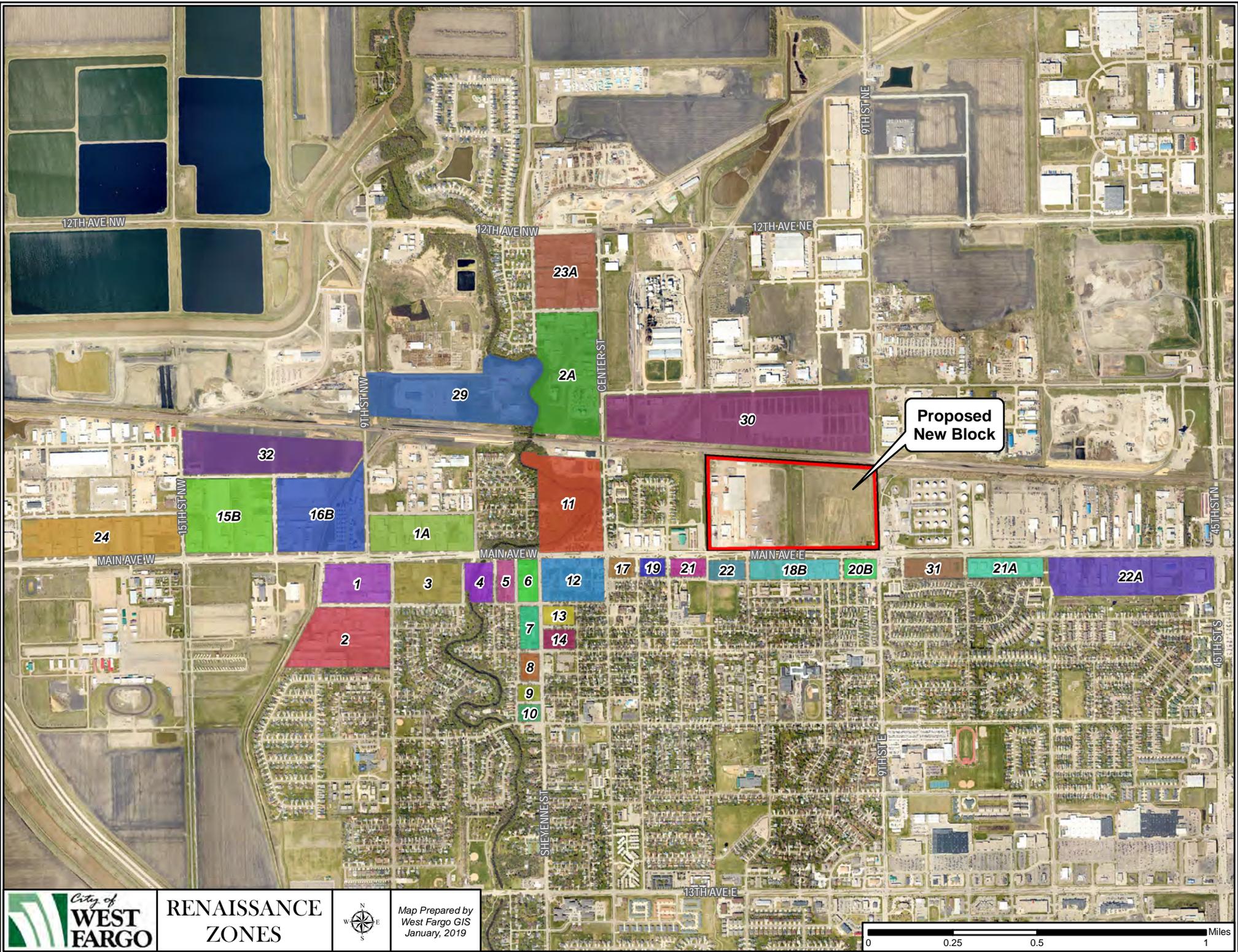
406 and 420 Main Ave E, Unplatted SE 1/4 of Section 5, T139N, R49W (Proposed Forum Communications 1st Addition)

**Action Being Requested from City Commission \***

Approval to add Renaissance Zone block

**Upload Additional Documentation (Optional):**

|  |          |
|--|----------|
| RZ_Proposed33.pdf                            | 511.56KB |
| RZ 33 Legal Proof.pdf                        | 23.31KB  |
| RZ Block 33 - Letter to Property Owners.docx | 31.01KB  |



Client:

CITY OF WEST FARGO

Account # 19435 Ad # 2730389

Phone: (701) 433-5317

Fax: (701) 433-5319

Address: 800 4TH AVE E 1  
WEST FARGO, ND 58078-2015

Sales Rep.:

0135 Forum Legal AdTaker

Phone: (701) 241-5504

Fax: (701) 241-5540

Email: legals@forumcomm.com

Class.: 9953 NORTH DAKOTA LEGALS - WEST

Requested By:

Start Date: 03/04/2019

End Date: 03/13/2019

Nb. of Inserts: 10

Dimensions: 1 col. x 26.00 6.5 PT LINES

Publications: West Fargo Pioneer

Total Price: \$50.95

Paid Amount: \$0.00

Balance: \$50.95

Page 1 of 2

**NOTICE TO COMPETITORS OF  
HEARING ON APPLICATION  
FOR PROPERTY TAX EXEMPTION**

Notice is hereby given that the City Commission of West Fargo, North Dakota, will meet at 5:30 p.m. on April 1, 2019 at City Hall to consider the extension of the Renaissance Zone program. Legal description of the properties are: Lots 1-2, Block 1 of Dakota Machine 2 nd and Lot 3, Block 1 of Dakota Machine 1st, City of West Fargo, North Dakota, SE ¼ of Section 5, T139N, R49W, City of West Fargo, North Dakota (Proposed Forum Communications 1 st Addition)

Any interested party may appear and be heard by the City Commission at the time and place designated herein. An interested party may provide written comments to the governing body before the scheduled hearing.

This notice is given by the above named applicant pursuant to the provisions of North Dakota Century Code Section 40-57.1-03.  
(March 4/11, 2019) 2730389

Client:

CITY OF WEST FARGO

Account # 19435 Ad # 2730389

Phone: (701) 433-5317

Fax: (701) 433-5319

Address: 800 4TH AVE E 1  
WEST FARGO, ND 58078-2015

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Email: legals@forumcomm.com

Class.: 9953 NORTH DAKOTA LEGALS - WEST

Requested By:

Start Date: 03/04/2019

End Date: 03/13/2019

Nb. of Inserts: 10

Dimensions: 1 col. x 26.00 6.5 PT LINES

Publications: inforum.com

The Forum-Fargo

Total Price: \$50.95

Paid Amount: \$0.00

Balance: \$50.95

Page 2 of 2

**NOTICE TO COMPETITORS OF  
HEARING ON APPLICATION  
FOR PROPERTY TAX EXEMPTION**

Notice is hereby given that the City Commission of West Fargo, North Dakota, will meet at 5:30 p.m. on April 1, 2019 at City Hall to consider the extension of the Renaissance Zone program. Legal description of the properties are: Lots 1-2, Block 1 of Dakota Machine 2 nd and Lot 3, Block 1 of Dakota Machine 1st, City of West Fargo, North Dakota, SE ¼ of Section 5, T139N, R49W, City of West Fargo, North Dakota (Proposed Forum Communications 1 st Addition)

Any interested party may appear and be heard by the City Commission at the time and place designated herein. An interested party may provide written comments to the governing body before the scheduled hearing.

This notice is given by the above named applicant pursuant to the provisions of North Dakota Century Code Section 40-57.1-03.  
(March 4/11, 2019) 2730389



www.westfargond.gov

**DATE:** March 1, 2019  
**TO:** Potential Renaissance Zone Property Owners  
**FROM:** Matthew Marshall, Director of Economic Development  
**RE:** Renaissance Zone Block Addition

The Renaissance Zone is an incentive program developed by the North Dakota State Legislature and adopted by the City of West Fargo in 2000. The program can be used on any project from renovation of an existing property to construction of a new building upon approval by the City. The Renaissance Zone provides for a five-year property tax exemption and a five-year state income tax exemption on revenues generated from that site.

The block your property is located in is currently being considered as an addition to the Renaissance Zone. The city will hold a public hearing for community feedback and any questions about the zone and proposed block addition. To attend the forum please come to the City Commission Room on Monday April 1, 2019 at 5:30 pm, located in City Hall at 800 4<sup>th</sup> Avenue E. West Fargo, ND 58078. If you or a representative from your property is unable to attend the hearing, I am available for questions and comments.

Regards,

Matt Marshall  
Director of Economic Development  
(P) 701-433-5311 (F) 701-433-5319 (C) 701-373-5666  
[Matthew.Marshall@westfargond.gov](mailto:Matthew.Marshall@westfargond.gov)

## Regular Agenda Item #4

### MASS TRANSIT AGREEMENT

This AGREEMENT made and entered into this 1st day of January, 2019, by and between the City of West Fargo, North Dakota (hereinafter "West Fargo") and the City of Fargo, North Dakota (hereinafter "Fargo").

WHEREAS, Fargo provides regular transit service and Paratransit service for its citizens; and

WHEREAS, West Fargo would like to provide such services to the citizens of West Fargo; and

WHEREAS, Fargo is agreeable to provide such transit service to West Fargo on the terms and conditions set out below;

NOW THEREFORE, be it agreed between West Fargo and Fargo as follows:

1. Fargo will provide regular transit service to West Fargo during the term of this agreement under the following conditions:
  - A. Fargo and West Fargo shall agree to routes, schedules, and stopping points of the transit service in West Fargo. It is understood that such West Fargo routes will tie into the Fargo route system at West Acres. Route 20 and stopping points must be such that the route can be completed in approximately thirty (30) minutes; the route will run once each hour. Route 24 and stopping points must be such that the route can be completed in approximately 60 minutes; the route will run once each hour.
  - B. West Fargo shall pay Fargo, on a monthly basis, \$23,383.11 a month in 2019, with payment being due by the 10th day of each month, for Route 20 and Route 24 transit service to be available in West Fargo. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.
  - C. Persons who get onto the bus in West Fargo shall not be charged a fee to transfer onto other bus routes of the bus system, and may transfer onto another bus with no transfer fee.
  - D. The bus fare for using the buses in West Fargo shall be the same fare that is charged to passengers using the bus service in Fargo.
  - E. Fargo shall be responsible for all administrative responsibilities regarding the bus transit service provided to West Fargo, including dispatching, complaint issues, annual grant applications, marketing of routes, preparation and revision of route maps and schedules, and filing of any necessary reports.
2. Fargo shall provide West Fargo transit service for persons with disabilities through the Paratransit service on the following conditions:

- A. The service shall be available to the citizens of West Fargo on the same basis that it is available to citizens in Fargo.
  - B. The cost of the service to the citizens of West Fargo shall be the same cost as available to the citizens of Fargo.
  - C. It is understood between West Fargo and Fargo, that Fargo contracts with a provider for drivers services for the Paratransit service. West Fargo shall pay Fargo \$16.57 per ride in 2019, for paratransit services taken by a resident of West Fargo, except for those rides that are paid at an agency rate or those rides that are paid by Medicaid. West Fargo will not pay for rides billed at an agency rate or those rides that are paid by Medicaid. Fargo will track the number of rides for which West Fargo will be billed, as described herein, and will submit a monthly invoice to West Fargo. West Fargo will remit payment to Fargo by the 10th day of the following month. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.
  - D. West Fargo, by written notification to Fargo, may limit the hours of Paratransit service in West Fargo, provided that such limitation would not cause any violation of any state or federal law.
3. West Fargo shall adhere to the Emergency Service Guidelines that Fargo has implemented.
  4. This agreement shall be for a period of twelve (12) months, beginning on January 1, 2019 and terminating on December 31, 2019.
  5. Either party may terminate or reduce the amount of service to be rendered if there is, in the opinion of either party's City Commission, a significant increase in local costs; or, in the opinion of either party's City Commission, insufficient state or federal funding available for the service, thereby terminating this agreement or reducing the service and compensation to be paid under this agreement. In such event the terminating party will notify the other party in writing one hundred eighty (180) days in advance of the date such actions are to be implemented. In the event of any termination, West Fargo shall pay the agreed rate only for services delivered up to the date of termination. West Fargo has no obligation to Fargo, of any kind, after the date of termination.
  6. This agreement shall not be amended, except in writing executed by both parties.
  7. Nothing in this agreement shall be deemed a waiver by West Fargo or Fargo of the limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses. Additionally, the limitations on liability for West Fargo and Fargo shall not be added together or stacked to increase the maximum amount of liability.
  8. West Fargo and Fargo are each responsible for securing liability insurance that it believes, in its discretion, will be adequate for this agreement. Additionally, West Fargo and Fargo are each responsible for securing workers' compensation insurance and

employer's liability insurance at levels required under state law, or within its discretion, to cover any of its respective employees working under this agreement.

9. Both parties agree to indemnify, save, and hold harmless the other and its agents and employees from any and all liability, loss, cost, damages, expenses, claims, or causes of action, including attorney's fees, arising out of or by reason of actions of the other or its agents or employees in connection with or in the execution, performance, or failure to adequately perform obligations pursuant to this agreement. The indemnification and hold harmless obligations set forth in this agreement shall survive the termination of this Agreement.
10. The parties will cooperate and use their best efforts to ensure that the various provisions of this agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this agreement.
11. The District Court of Cass County, North Dakota, will be the sole and exclusive venue for any lawsuit pertaining to this agreement, and the Parties consent to the personal jurisdiction in said court in the event of any such lawsuit.
12. This agreement shall not be assigned without the express written consent of the other party.
13. Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid whatsoever, such illegality or invalidity will not affect the validity of the remainder of this agreement.
14. No party will be liable to another party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials, or a restriction imposed by legislation, an order or a rule, or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.
15. All notices, certificates, or other communications required under this agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to West Fargo:

City Administrator  
City of West Fargo  
800 4th Avenue East, Suite #1  
West Fargo, ND 58078

If to Fargo:

City Administrator  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

- 16. This agreement will be controlled by the laws of the State of North Dakota.
- 17. This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. All parties will receive a fully-executed counterpart. The facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicable originals.
- 18. This agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

IN WITNESS WHEREOF, the parties have caused this Mass Transit Agreement to be executed on the day and year first above written.

**CITY OF WEST FARGO**

BY: \_\_\_\_\_  
Bernie L. Dardis, President, City Commission

ATTEST: \_\_\_\_\_  
City Auditor

**CITY OF FARGO**

BY: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST: \_\_\_\_\_  
City Auditor

# West Fargo 2019

## Fixed Route

| Route | Trip Mileage | Annual Mileage | W. Fargo % | W. Fargo Mileage | Cost / Mile | Total Cost   | 2019         | 2018         |        |
|-------|--------------|----------------|------------|------------------|-------------|--------------|--------------|--------------|--------|
| 20    | 9.52         | 43,344.56      | 54.47%     | 23,609.78        | \$5.67      | \$133,867.46 | \$11,155.62  | \$9,530.00   | 17.06% |
| 24    | 12.49        | 63,489.43      | 40.76%     | 25,878.29        | \$5.67      | \$146,729.91 | \$12,227.49  | \$13,330.00  | -8.27% |
|       |              |                |            |                  |             | \$280,597.38 | \$23,383.11  | \$22,860.00  | 2.29%  |
|       |              |                |            |                  |             |              | \$280,597.38 | \$274,320.00 |        |

|               |              |
|---------------|--------------|
| <b>2018</b>   | \$274,353.00 |
| <b>2019</b>   | \$280,597.38 |
| <b>change</b> | <b>2.28%</b> |

**2019 Monthly Fee - Fixed Route                    \$    23,383.11**

## Paratransit

|               | Cost/Trip    |
|---------------|--------------|
| <b>2018</b>   | \$    16.18  |
| <b>2019</b>   | \$    16.57  |
| <b>change</b> | <b>2.40%</b> |

**Transit / mile cost calculations**

| <b>Fixed Route - Fargo and West Fargo</b> | <b>2017</b>     |       |
|---|-----------------|-------|
| Passenger Rides                           | 1,421,294       |       |
| Revenue Hours                             | 80,946          |       |
| Revenue Miles                             | 978,056         |       |
| Passenger Trips per Rev Hour              | 17.56           |       |
| All Operating & Admin Costs               | \$ 3,662,591.98 |       |
| Maintenance Cost (71% Fixed Route)        | \$1,878,562.69  |       |
| Operating Cost Per Passenger              | \$ 2.58         |       |
| Operating Cost Per Hour                   | \$ 45.25        |       |
| Operating Cost Per Mile                   | \$ 5.67         | 2.28% |



**West Fargo Neighborhood Revitalization Program – Low Interest Home Improvement Loans**

Gate City Bank and the City of West Fargo are working together to keep West Fargo’s neighborhoods strong and to help local homeowners reinvest in their homes by providing the Neighborhood Revitalization Program: low interest loans and technical assistance to homeowners for major home improvement projects for existing homes.

**Loan Terms**

- Rates as low as 3.96%
- Repayable over 10 years or 15 years
- Minimum loan value: \$10,000
- Maximum loan value: \$75,000
- Maximum loan to value: 90% (based on evaluation/appraisal of the property)

**Eligible Improvement Costs**

The West Fargo Neighborhood Revitalization Program funds may be used to address code and structural corrections, energy improvements and general property improvements. Loans are available to finance new improvements not yet under construction, and if there are code corrections identified during the inspection, they must be addressed as part of the project.

The project must include at least one of the following:

- Foundation work (drain tile, bracing, new foundation)
- Major exterior improvements (siding, roofing, windows)
- Addition of bedroom or new living space
- Major interior remodeling or replacement of major mechanical systems (furnace, electrical, etc.)
- Conversion of rental unit to owner-occupied home
- Sewer/Water connection replacements from the dwelling unit to City infrastructure (clay pipe)

**How do I qualify?**

**Applicants:**

- Loan applicant must be the owner/occupant of the home and meet Gate City Bank’s credit standards for repayment of the improvement loan

**Home/Property:**

- Located within the City of West Fargo municipal boundaries and north of Interstate 94
- Assessed value under \$250,000
- Owner-occupied unit residences
- Current on property taxes and special assessments
- Home is zoned properly

**Applications are reviewed on a first come, first served basis, as funds are available**

**Questions?**

For additional information, please contact Gate City Bank at 701-293-2426 or the City of West Fargo Planning & Community Development Department at 701-433-5320

**Program Administration Responsibilities****City of West Fargo**

- Upon homeowner completion of pre-application, inspect property for property eligibility
  - Inspection and building permit fees are waived
- Conduct construction inspections (initial and final)
- Provide technical assistance to homeowner and Gate City Bank as needed
- Approve payment requests from homeowner and submit to Gate City Bank

**Gate City Bank**

- Upon City of West Fargo property inspection and application, accept loan application and determine borrower eligibility
- Order applicable items (appraisal/evaluation, title work, etc.)
- Conduct loan closing
- Process disbursements upon receipt of approved payment requests from the City of West Fargo

**Project/Loan Workflow****Homeowner**

- Complete loan application with the City of West Fargo
- Submit scope of work to the City of West Fargo for approval
- Obtain bid(s) from licensed contractors for work required under building code regulations
- Provide the City of West Fargo copies of contractor licenses (if applicable) and liability insurance policy
- Complete the improvement project as agreed upon within six (6) months of project start date unless an extension is granted by Gate City Bank
- Sign payment requests

**Contractor**

- Provide homeowner and the City of West Fargo a copy of ND Contractor's License and liability insurance policy
- Complete the improvement project within six (6) months of the project start date
- Obtain approval from homeowner and the City of West Fargo for payment requests
- Provide lien waivers to homeowner upon completion of work



## Neighborhood Revitalization Program Home Improvement Loan Application

Thank you for your interest in applying for a City of West Fargo Home Improvement Loan. We look forward to working with you on a project that will improve your home and will help to improve the neighborhood you live in.

Please submit your completed application to the following address:

### Planning and Community Development Department

Attn: Home Improvement Loan  
800 4<sup>th</sup> Avenue East, Suite 1  
West Fargo, ND 58078

Once City staff has reviewed your application, you will be contacted with additional information about the next steps in the process. For more information, please visit the City's web site at [www.westfargond.gov](http://www.westfargond.gov), or call 701-433-5320.

### APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

### SPECIAL ACCOMMODATIONS

Do you need this application to be **translated** into another language?

Yes  No If yes, which language? \_\_\_\_\_

Do you have a **disability** that requires a special accommodation?

Yes  No If yes, what type of accommodation? \_\_\_\_\_

*Call 701-433-5320 or send this page to the above address and we will make the necessary arrangements as quickly as possible.*

# City of West Fargo Home Improvement Loan Application

## Section 1: General Information

HOMEOWNER #1: \_\_\_\_\_

\*NAME – HOMEOWNER #2: \_\_\_\_\_

\*Include name of individual to be listed on legal documents with applicant, if applicable

ADDRESS: \_\_\_\_\_

NUMBER OF DEPENDENTS: \_\_\_\_\_ AGES: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## Section 2: Property to be Improved

**What is the nature of work you would like to undertake? (Circle all applicable options)**

Electrical

Plumbing

Heating

Foundation

Roof

Windows and/or Doors

Siding/Exterior Paint

Garage

Finish Basement

Landscaping and/or Deck

Kitchen Remodel

Bathroom Remodel

Interior Finishes

Convert Property from Rental

Other: \_\_\_\_\_

### Home Information

Number of Bedrooms Above Grade: \_\_\_\_\_

Number of Bedrooms Below Grade with Egress: \_\_\_\_\_

Number of Bathrooms: \_\_\_\_\_ Full \_\_\_\_\_ 1/2 \_\_\_\_\_ 3/4

Total Square Footage: \_\_\_\_\_

Homeowner Insurance Company: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Heating System: (Circle one) GAS ELECTRIC

OTHER \_\_\_\_\_

Cooling System: (Circle one) CENTRAL AIR WALL AIR

OTHER \_\_\_\_\_

Finished Basement: (Circle one)

YES NO PARTIALLY FINISHED

If partially finished, what percentage is finished? \_\_\_\_\_

Interior Amenities: (Circle all that apply)

Fireplace Bar Hot Tub Patio Deck Fence

Other \_\_\_\_\_

## Section 3: Home Improvement Loan Application

I'M APPLYING:    INDIVIDUALLY    WITH CO-APPLICANT    AS CO-SIGNER FOR:

### Applicant # 1

|   |  |                  |  |
|---|--|------------------|--|
| FULL NAME   |  |                  |  |
| SSN   | DATE OF BIRTH  |                  |  |
| STREET ADDRESS  |  |                  |  |
| CITY/ST/ZIP   |  |                  |  |
| HOW LONG?   | YRS  | MTHs             | <input type="checkbox"/> OWN <input type="checkbox"/> RENTED |
| PREVIOUS ADDRESS (IF LESS THAN 3 YEARS)   |  |                  |  |
| HOW LONG?   | YRS  | MTHs             | <input type="checkbox"/> OWN <input type="checkbox"/> RENTED |
| HOME PHONE  | WORK PHONE   |                  |  |
| HOUSEHOLD SIZE  |  |                  |  |
| MARITAL STATUS  | <input type="checkbox"/> UNMARRIED <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED |                  |  |
| PLEASE CHECK ONLY ONE   |  |                  |  |
| <input type="checkbox"/> US CITIZEN <input type="checkbox"/> PERMANENT RESIDENT <input type="checkbox"/> NON-RESIDENT   |  |                  |  |
| EMPLOYER (INCLUDE ADDRESS)  |  |                  |  |
| HOW LONG?   | YRS  | MTHS             |  |
| POSITION TITLE  | MO. SALARY (GROSS)   | MO. SALARY (NET) |  |
| PREVIOUS EMPLOYER IF LESS THAN 3 YEARS (INCLUDE ADDRESS)  |  |                  |  |
| HOW LONG?   | YRS  | MTHS             |  |
| OTHER INCOME, ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT WISH TO HAVE IT CONSIDERED AS A BASIS FOR REPAYING THIS OBLIGATION. |  |                  |  |
| ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE RECEIVED UNDER:   |  |                  |  |
| <input type="checkbox"/> COURT ORDER  |  |                  |  |
| <input type="checkbox"/> WRITTEN AGREEMENT  |  |                  |  |
| <input type="checkbox"/> ORAL UNDERSTANDING   |  |                  |  |
| NATURE OF ADDT. INCOME / MONTHLY AMOUNT / DURATION OF INCOME  |  |                  |  |

### Applicant # 2

|   |  |                  |  |
|---|--|------------------|--|
| FULL NAME   |  |                  |  |
| SSN   | DATE OF BIRTH  |                  |  |
| STREET ADDRESS  |  |                  |  |
| CITY/ST/ZIP   |  |                  |  |
| HOW LONG?   | YRS  | MTHs             | <input type="checkbox"/> OWN <input type="checkbox"/> RENTED |
| PREVIOUS ADDRESS (IF LESS THAN 3 YEARS)   |  |                  |  |
| HOW LONG?   | YRS  | MTHs             | <input type="checkbox"/> OWN <input type="checkbox"/> RENTED |
| HOME PHONE  | WORK PHONE   |                  |  |
| HOUSEHOLD SIZE  |  |                  |  |
| MARITAL STATUS  | <input type="checkbox"/> UNMARRIED <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED |                  |  |
| PLEASE CHECK ONLY ONE   |  |                  |  |
| <input type="checkbox"/> US CITIZEN <input type="checkbox"/> PERMANENT RESIDENT <input type="checkbox"/> NON-RESIDENT   |  |                  |  |
| EMPLOYER (INCLUDE ADDRESS)  |  |                  |  |
| HOW LONG?   | YRS  | MTHS             |  |
| POSITION TITLE  | MO. SALARY (GROSS)   | MO. SALARY (NET) |  |
| PREVIOUS EMPLOYER IF LESS THAN 3 YEARS (INCLUDE ADDRESS)  |  |                  |  |
| HOW LONG?   | YRS  | MTHS             |  |
| OTHER INCOME, ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT WISH TO HAVE IT CONSIDERED AS A BASIS FOR REPAYING THIS OBLIGATION. |  |                  |  |
| ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE RECEIVED UNDER:   |  |                  |  |
| <input type="checkbox"/> COURT ORDER  |  |                  |  |
| <input type="checkbox"/> WRITTEN AGREEMENT  |  |                  |  |
| <input type="checkbox"/> ORAL UNDERSTANDING   |  |                  |  |
| NATURE OF ADDT. INCOME / MONTHLY AMOUNT / DURATION OF INCOME  |  |                  |  |

### APPLICATION SUBMITTED BY:

I/we declare that I/we have examined this application for a City of West Fargo Home Improvement Loan and, to the best of my/our knowledge, certify that the information contained in it is true, correct, and complete.

X \_\_\_\_\_  
Signature Date

X \_\_\_\_\_  
Signature Date



City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: \*

Jim Nelson

Phone Number: \*

2182845253

Email Address:

Jim@lakeagassizhabitat.org

Date \*

3/26/2019

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request \*

Provide an update and answer questions about Lake Agassiz Habitat for Humanity's Dakota Blitz 3:10 project in the Highland Meadows development to occur between June 19th to June 29th. We are going to build 3 houses in 10 days where 2 of them will be completed and ready for delivery to the homeowner; the 3rd house will be 'dry-in' meaning it will be shingles, sided and doors and windows will be installed. The 3rd house will be completed in no later than August.

Site Address or Legal Description (if applicable)

210 11 Street North  
PO Box 1022

Action Being Requested from City Commission \*

We would like to offer the opportunity for the City of West Fargo to partner with Habitat on our Blitz Build project. We will accept any financial gift the City Commission might extend toward this project, in support of Habitat's mission to provide affordable housing, in the West Fargo community. Upon completion these 3 houses will contribute to the West Fargo tax base.

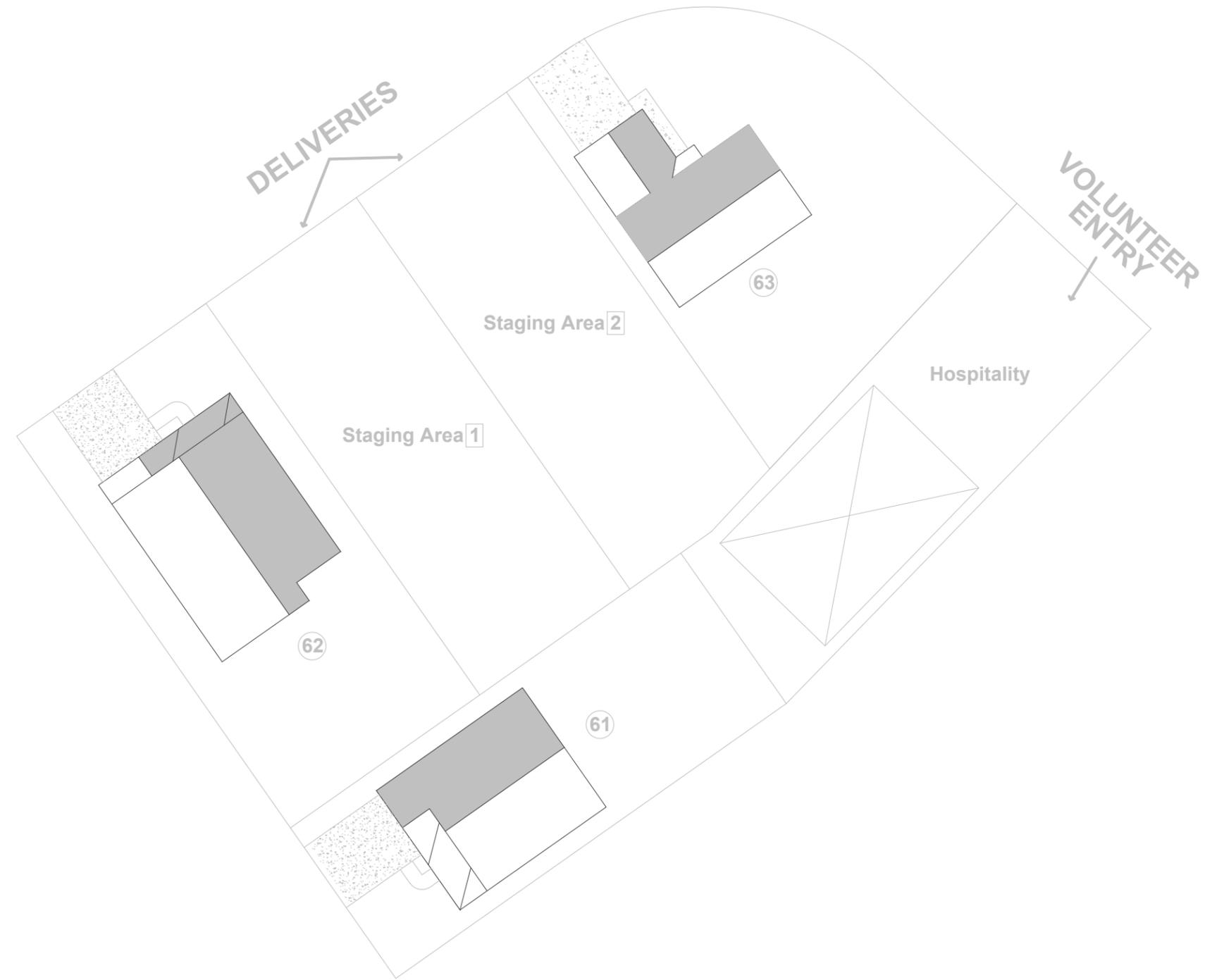
Upload Additional Documentation (Optional):

Master Siteplan-Model.pdf

133.17KB

Dakota Blitz 310 Sponsorship Levels.pdf

668.01KB



- Mini Mobiles
- Dumpsters
- Construction Trailers
- Port-a-potties
- Water Stations
- Snack Tents
- First Aid Tent

# EVERYONE deserves a decent place to live.

At Habitat for Humanity, our vision is a world where every man, woman and child lives in a home that allows them to be healthy, safe and provides them the opportunity to thrive. With the help of thousands of donors and volunteers, we've made this vision a reality for 60 families in the FM area and 37 international families. **But, our work is far from finished.** There are thousands of families in our area alone that long for a decent place to live.



## Dakota Blitz 3:10

3 Homes : 10 Days

By the grace God has given me, I laid a foundation as a wise builder, and someone else is building on it. But each one should build with care. – 1 Corinthians 3:10



In 2019, we will be taking on a project that's **NEVER** been done in our area before, building 3 homes...IN 10 DAYS! From June 19-29th, we will be building homes that will outlast us all and help families thrive for generations to come!

**BUT...we need YOUR help.**

This will be a HUGE project for us and the entire FM area, but the homes will not build themselves. To make this a success, we will need some fantastic partners to help us with:

- **Fundraising.** To help raise \$700,000 to fund these 3 homes.
  - o \$50,000 will be used as a tithe to build 11 international homes.
  - o **If we raise more, we can build more!**
- **Volunteers.** To help plan, promote, feed & build. 1,200-1,500 will be needed.
- **Food sponsors.** To feed 120-140 volunteers, per day.
- **Hospitality sponsors.** To help keep volunteers hydrated and provide snacks.
- **Media sponsors.** To help promote this awesome event & entertain onsite volunteers.

Joining us in this effort is the Blitz Home Builders, a group of volunteers from around the country, who share our vision of helping families build their way out of poverty. Out of nearly 1400 Habitat affiliates, this group selected Fargo for their 2019 project and we can't thank them enough. The Blitz Home Builders will bring their expertise in blitz builds (70+ homes) to help us with the coordination and implementation of this awesome project. To learn more, visit [www.blitzhomebuilders.org](http://www.blitzhomebuilders.org).



**Join us and help 3 more families have a place to call home!**

To donate or learn more, visit [www.lakeagassizhabitat.org/blitz](http://www.lakeagassizhabitat.org/blitz)

## CONTACTS

*Jim Nelson*  
Executive Director  
Lake Agassiz Habitat for Humanity  
218-284-5253  
[jim@lakeagassizhabitat.org](mailto:jim@lakeagassizhabitat.org)

*Danielle Stone*  
Project Coordinator  
Blitz Home Builders  
701-212-6288  
[daniellek@blitzhomebuilders.org](mailto:daniellek@blitzhomebuilders.org)

*Pete Christopher*  
Resource Development & Marketing  
Lake Agassiz Habitat for Humanity  
701-412-4475  
[pete@lakeagassizhabitat.org](mailto:pete@lakeagassizhabitat.org)

210 11<sup>th</sup> Street North ■ PO Box 1022 • Moorhead MN 56560 • 218-284-5253 • [www.lakeagassizhabitat.org](http://www.lakeagassizhabitat.org)

Follow us!





DAKOTA BLITZ  
SPONSORSHIP  
OPPORTUNITIES

**DAKOTA BLITZ**  
**3:10**  
**THREE HOMES: TEN DAYS**

### **GOLD HAMMER (\$75,000+)**

- Name of build rights for one home (i.e. ABC Company home)
- Logo banner to hang on sponsored home
- Large logo on sponsor sign
- 60 Guaranteed volunteer spots
- Opportunity to build walls at your location
- Logo on volunteer t-shirt (1500)
- Logo on volunteer water bottle (1500)
- All benefits below

### **SILVER HAMMER (\$50,000+)**

- Medium logo and name on build site sign
- 30 Guaranteed volunteer spots
- Blog story on Lake Agassiz Habitat's website
- Featured insert in home dedication program
- Logo on Lake Agassiz Habitat's Website
- All benefits below

### **BRONZE HAMMER (\$15,000+)**

- Logo and name on build site sign
- 10 guaranteed volunteer spots
- Participation in home wall raising/build launch
- Participation in home dedications
- All benefits below

### **COPPER HAMMER (\$5,000+)**

- Name on build site sign
- Logo on home's wall raising and dedication program
- Opportunity to select volunteer day before the public
- Logo/link on website build page
- Invitation to the home's wall raising & dedication program

### **T-SHIRT SPONSOR (\$7,500)**

- Logo on t-shirts provided to volunteers (1,500)

### **WATER BOTTLE SPONSOR (\$7,500)**

- Logo on water bottles provided to volunteers (1,500)

*All gifts are appreciated!  
In-kind gifts may also be accepted.*



[www.lakeagassizhabitat.org/blitz](http://www.lakeagassizhabitat.org/blitz)

210 11<sup>th</sup> Street North • PO Box 1022 • Moorhead MN 56560 • 218-284-5253 • [www.lakeagassizhabitat.org](http://www.lakeagassizhabitat.org)

Follow us!





## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Dan Fuller

**Phone Number: \***

433-5382

**Email Address:**

dan.fuller@westfargond.gov

**Date \***

3/25/2019

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

2018 Fire Department Annual Report

**Site Address or Legal Description (if applicable)**

**Action Being Requested from City Commission \***

Receive a brief overview of the report prior to public dissemination.

**Upload Additional Documentation (Optional):**

2018 Annual Report.pdf

4.99MB



# ANNUAL REPORT — 2018



West Fargo Fire & Rescue

106 1st St  
West Fargo, ND 58078

(701) 433.5380



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## From the Office of the Chief

The Honorable Bernie Dardis  
 President of the West Fargo City Commission  
 800 4<sup>th</sup> Ave E  
 West Fargo, ND 58078



President Dardis,

It is with great pleasure that I submit to you the West Fargo Fire Department's 2018 Annual Report. It has been a year of challenges, met with the hard work and dedication of the members of the department. To say that I am proud of the way our membership has exercised the ownership of the department would be an understatement. The successes we enjoy today are entirely due to the talents of the firefighters we are lucky enough to have recruited and retained.

In 2018, the department responded to 1,568 total calls. Of these calls, 906 were medical calls and 662 were fire calls. We experienced a 31 percent increase over 2017 call volumes, and it appears that trend is not going away. The five year fire call volume increase was 91 percent, while we do not have enough data to trend fire department emergency medical call volumes at this time. Fire loss was down \$346,925 or 19 percent from last year. We expect the call volume with 24- hour staffing to increase to 2,500 calls in 2019.

Our 2016 Strategic Plan has paid dividends in the reduction of response times to emergencies in the city. With a fulltime crew on duty at the Southside Station, responding to all calls within a 14 hour period of the day, we were able to reduce response time of the first arriving unit almost seven minutes over 2017 response times. First arriving units met the standard of response within 9 minutes or less 85 percent of the time. Because our 2016 Strategic Plan goals have all been completed or modified in 2018, we are now moving into the 2019-2023 Strategic Plan. The intent of the strategic planning process is continuous improvement.

In closing, I am confident that the department will continually improve our services to the residents and visitors of West Fargo in a cost effective manner, while keeping our core values of commitment, community service, integrity, and professionalism at heart.

Sincerely,

Daniel Fuller, MPA  
 Chief of the Department  
 West Fargo Fire & Rescue

# Chief's Intent

## *Provide the services the community needs*

The department isn't just about responding to fires, but rather, responding and reducing all hazards within our community. While fire suppression, emergency medical services, hazardous materials response, and technical rescue are the major operational areas we focus our efforts on, it is important to note that equal time should be dedicated to Community Risk Reduction efforts. When an act of terrorism occurs, or a natural disaster strikes, the department will be on the front line. That is a fact and an expectation of our community, as well as communities across our country. In addition to the response, if the department can reduce the seriousness of an incident through Community Risk Reduction, or even prevent it from occurring at all, then we are bound to do so.

## *Deliver those services in an expedient manner*

During an emergency, time is critical to the success of our missions. Albeit a structure fire that grows exponentially each second, or providing life support skills to provide CPR before brain death sets in, we work within a defined timeline. Seconds count. The way the department has provided services in the past was rooted in our rural beginnings that are linked to the earliest volunteer fire department models created by Benjamin Franklin. The modern environment we now operate in demands that our services be provided as quickly as possible; that means having firefighters (full time and part time) in the station when the alarm sounds. This gives us the best chance of success.

## *Embrace innovation in tactics, equipment, apparatus and training*

Just as our service delivery model has evolved to meet the modern environment, our tactics have to also change. Today, there are more science-based options in firefighting tactics than ever before in American firefighting history. Thanks to recent research projects, great strides have been made in equipment and apparatus design to increase safety and efficiency. However, none of these innovations filter into our department unless the leadership and firefighters embrace these innovations, and employ them within our department.

## *Adopt a safety first mindset in training and operations*

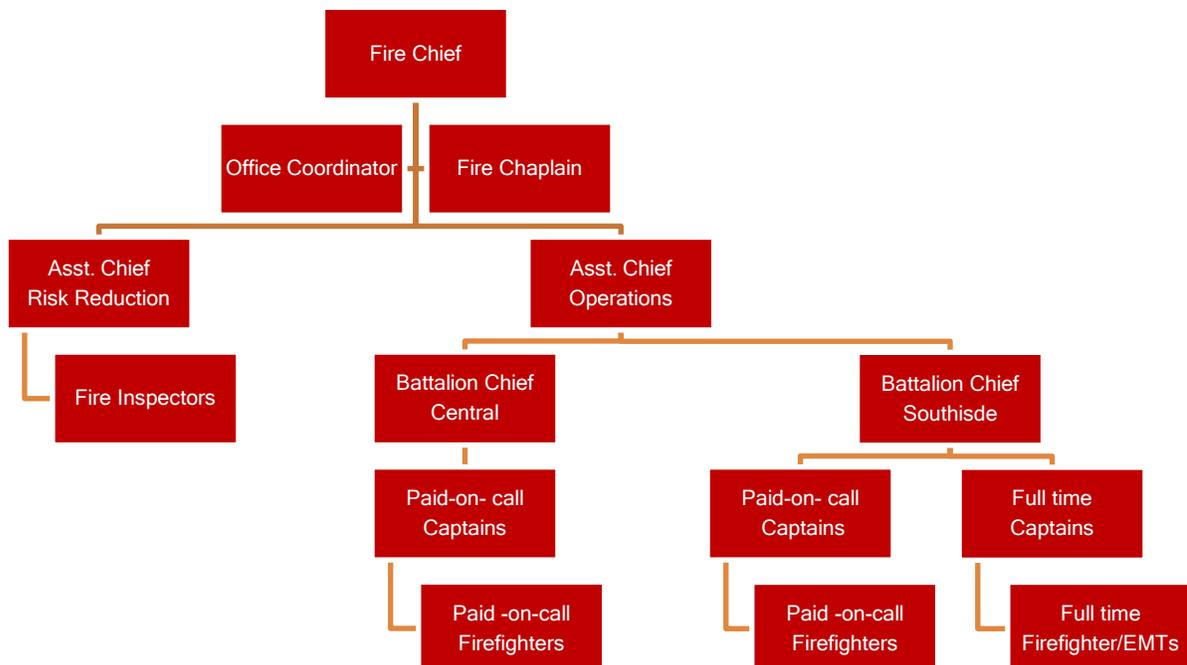
Even with all the changes, evolution, and innovations in the fire service today, we as a department have to embrace a safety first mindset. From the Chief of the Department to the Probationary Firefighter, all members have to make safety the first priority of all department operations. From the station to the scene, every member has the duty to speak up when they perceive an unsafe act. Leadership has the responsibility to address all safety concerns and follow-up through policy changes, guideline changes, and reinforcement through training.

# Values and Mission Statement

*In a spirit of excellence, integrity, and dedication, the West Fargo Fire Department is committed to serving the community, protecting lives and property through the provision of professional fire and emergency services, 24 hours a day*



# Organizational Chart



# 2018 Roster

| Administration  | Community Risk Reduction   |
|---|--|
| Chief Daniel Fuller<br>Assistant Chief Thomas Clark<br>Office Coordinator Tina Wagner<br>Fire Chaplain Pastor Mike O'Berg | Fire Marshal Dell Sprecher<br>Inspector Travis Olson<br>Inspector John Neeb  |
| Central Fire Station  | Southside Fire Station   |
| Battalion Chief Steve Baron   | Battalion Chief Kendel Frost   |
| <b>Group 1</b>  |  |
| Captain Joey Porter<br>FF/EMT T Joe Johnson<br>FF/EMT Brandon Gaugler<br>FF/EMT Garret Rix                                |  |
| <b>Group 2</b>  |  |
| Captain Jason Carriveau<br>FF/EMT Zach Banister<br>FF/EMT Kenneth Miller<br>FF/EMT Kellen Jorgensen                       |  |
| <b>Group 3</b>  |  |
| Captain Levi Nesvold<br>FF/EMT David Sapp<br>FF/EMTP Mike Sylstad<br>FF/EMT Ben Herbst                                    |  |
| <b>Group 4</b>  | <b>Group 7</b>   |
| Captain Nate Schmid<br>FF/ENG Axel Rose<br>FF Spencer Roth<br>FF Nicholas Withnell<br>FF Nick Warvra<br>FF Dennis Rechar  | Captain<br>FF/ENG Will Krumwiede<br>FF/ENG Brittany Ragan<br>FF/ENG Jamie Morlan<br>FF Matt Brieland<br>FF David Troy            |
| <b>Group 5</b>  | <b>Group 8</b>   |
| Captain Scott Berge<br>FF/ENG Brian Christensen<br>FF Dylan Kopischke<br>FF Kyle Benson<br>FF Andrew Dotas                | Captain Perry McClellan<br>FF/ENG Rory Jorgenson<br>FF/ENG Bill Hall<br>FF/ENG Mike Hawley<br>FF Cody Nirschl<br>FF Jaden Rhodes |
| <b>Group 6</b>  | <b>Group 9</b>   |
| Captain Bryce Allickson<br>FF/ENG Toker Bucholz<br>FF Darin Underhill<br>FF Craig Griesbach<br>FF Brad Lanz               | Captain Jake Dykema<br>FF/ENG Scott Johnson<br>FF/ENG Don Altslauger<br>FF Mike Obach<br>FF Morgan Ventin                        |

# Personnel

The list of active members equate to 345 years of combined service in the West Fargo Fire Department, although 32 members have less than 10 years with the department. In 2018, five firefighters left the department. We thank them for their 58 combined years of experience.



2018 Department Portrait

## Retirement

Joe Tintes                      26 years of service

Joe joined the department in 1993, and filled many positions throughout the years, as Captain, Assistant Chief, and Engineer. He was also a member of the board of directors for many years. In 2018, he was one of only five members who eclipsed 200 calls. Joe's enthusiasm and pride in the department will be missed. Congrats on your retirement Joe.



Joe Tintes

## Resignations

John Freeman                16 years of service  
 Scott Otto                    16 years of service  
 Justin Donley                5 years of service  
 Dale Strege                    3 years of service

## New Employees

Jaden Rhodes                Morgan Ventin  
 Matt Brieland                David Troy  
 Craig Griesbach             Dennis Rechar  
 Andrew Dotas                Darrin Underhill  
 Mike Obach                    Kyle Benson

# Insurance Service Office Rating

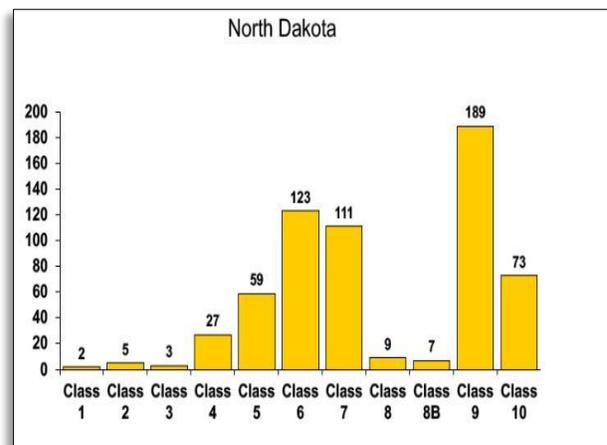
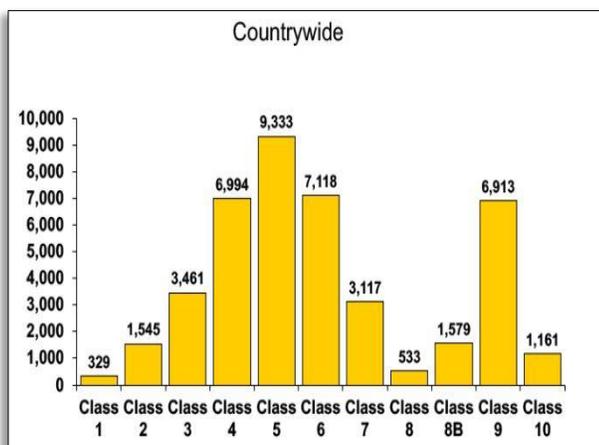
In 2018, the department completed a four year review of our operations to set our Insurance Service Office (ISO) Rating. Insurance companies use the ISO rating to set fire insurance rates for residential and commercial property in the city. Through hard work, preparation, and a proactive approach to fire and emergency services in the city, we achieved an ISO Rating of Class 3, the best rating the city has ever received. This places West Fargo Fire & Rescue in the top 2 percent of all departments in North Dakota, and in the top 10 percent of all departments in the country.



By utilizing the "True Value" formula developed by the South Carolina State Firefighter's Association, we can determine the financial impact of our department ISO rating. At an ISO Class 3, comparative to an ISO Class 10, the combined savings of insurance premiums, negative the budget for the department, equals \$15,657,876 in "true value" to the city.

# \$15,657,876

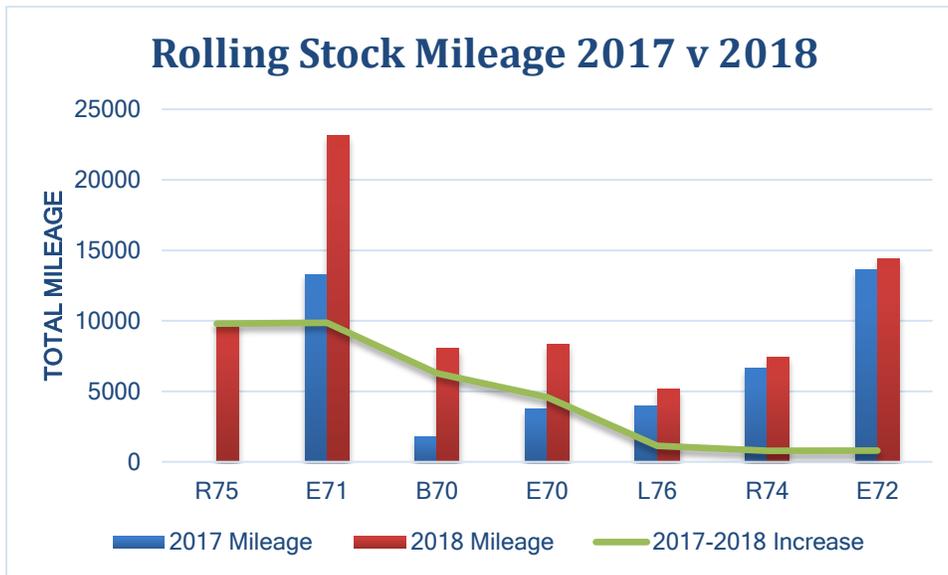
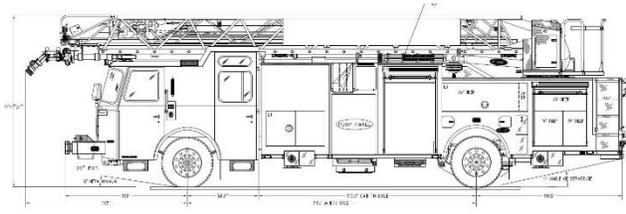
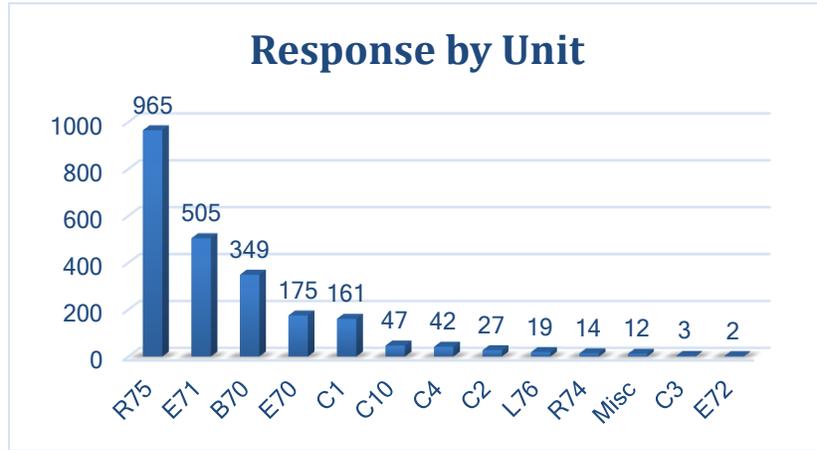
"True Value" of savings to residents and commercial property owners



# Rolling Stock Report

The rolling stock of the department includes heavy equipment along with administrative cars that are used for the conducting business of the department. This year, the department administration decided to lease apparatus rather than purchase. After bids were solicited, E-One of Osceola,

Florida was selected to build and lease a 100 foot quint and an engine. The quint will be stationed as the first-run truck out of the Southside Station, while the engine will be assigned as the first run truck out of the Central Station. The reduction on maintenance will translate to an immediate cost savings over purchasing the apparatus new and keeping it in service for 30 years, as was the previous policy of the department.





Stockyards Fire April 30<sup>th</sup>, 2018

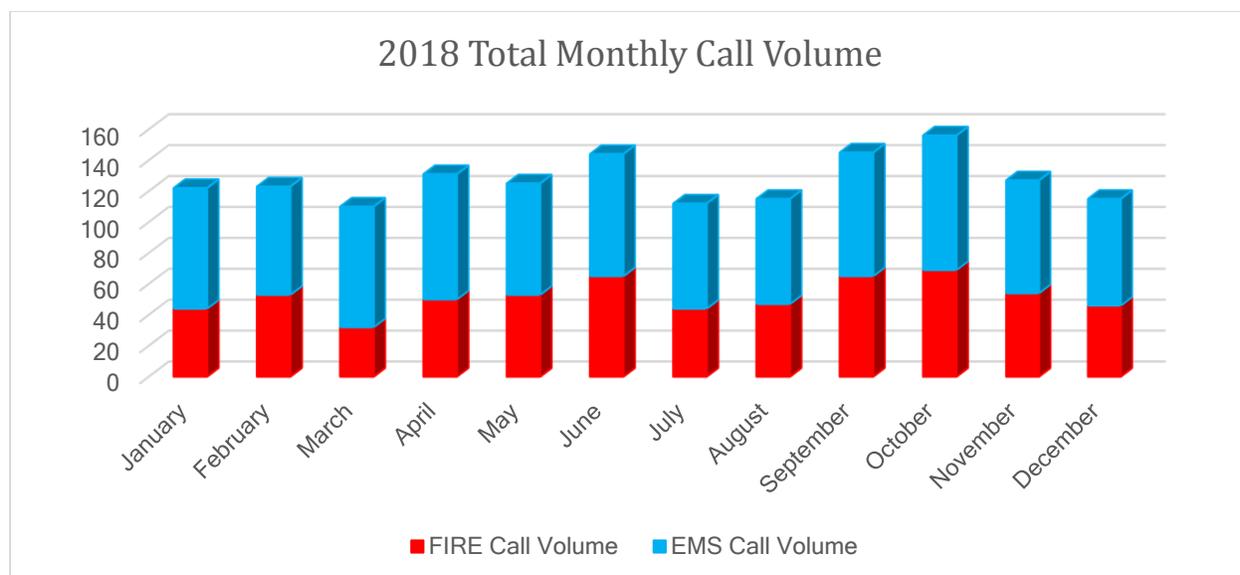


Stockyards Fire April 30<sup>th</sup>, 2018

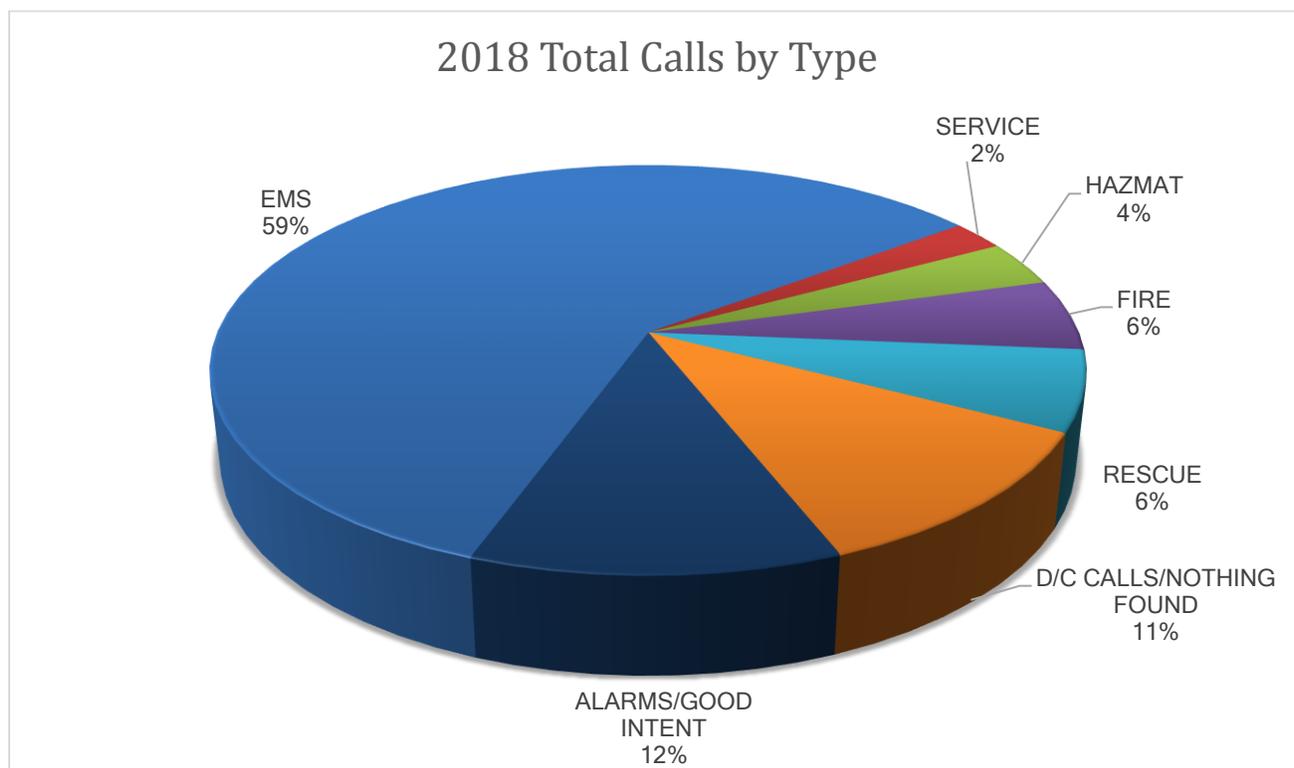




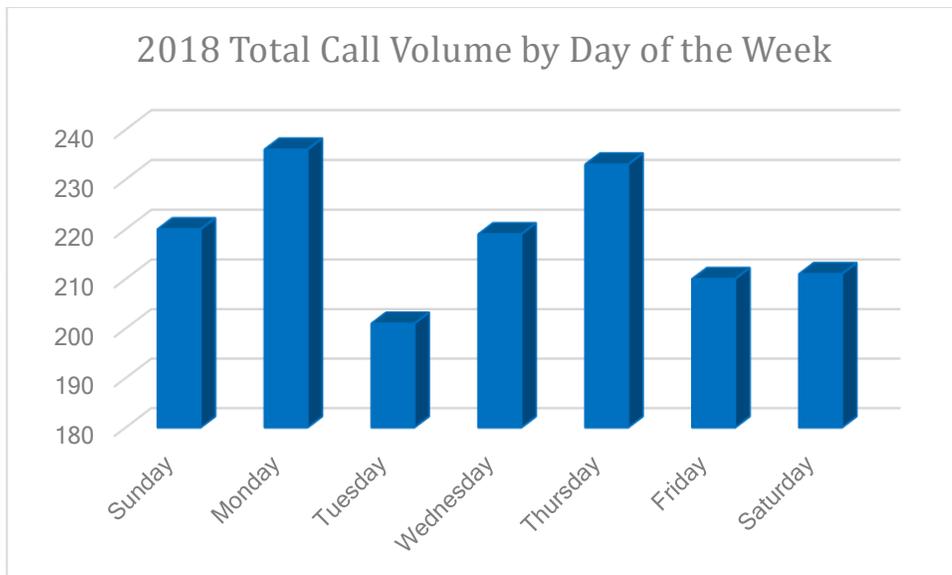
## Total Incidents and Fire vs EMS Comparison



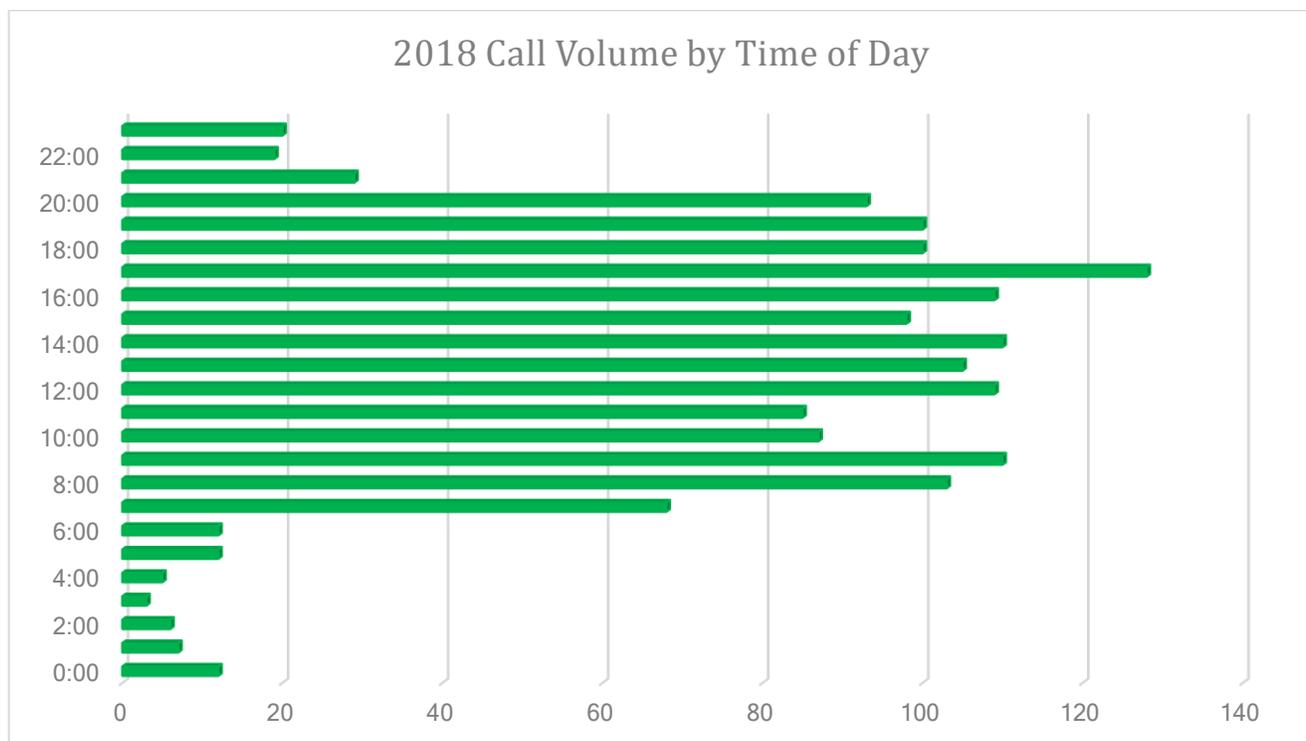
**1,568 Total Call Volume**  
**2,321 Unit Responses**



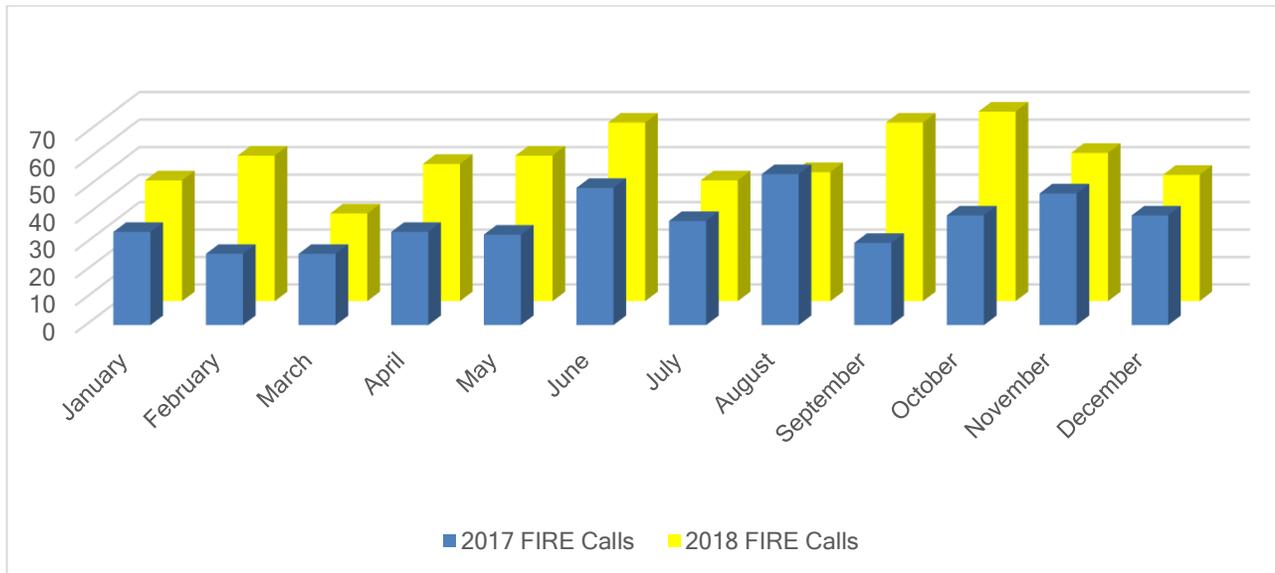
# Incidents by Day and Time



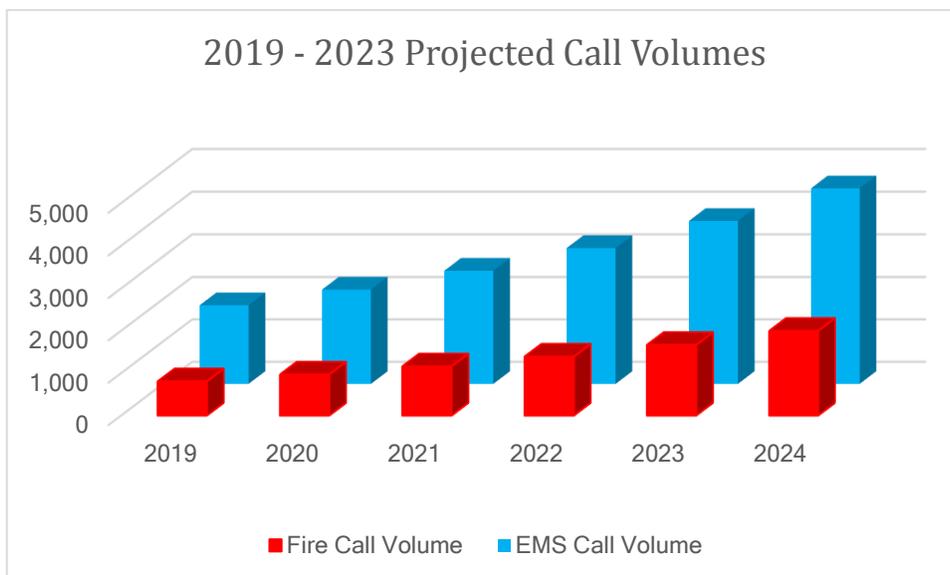
**4 p.m. to 6p.m. Monday**  
 Busiest Day and Time of the Week



# 2017 vs 2018 Fire Call Volume Comparison



## 2019 - 2023 Projected Call Volumes



# Response Times

The department tracks the first-due response time to determine the speed we can have a trained crew to the scene, making a difference as quickly as possible. Throughout 2018, the department saw first-due response times during duty hours (9am to 7pm) when a crew of four was in the station drop from 2017 numbers. In the 2016 Strategic Plan, the department adopted three standards for response to incidents;

1. Five firefighters on scene within nine minutes, 90 percent of the time to emergent calls for service
2. Eight additional firefighters on scene within 13 minutes, 90 percent of the time to working incidents (Effective Response Force)
3. Two firefighter/EMTs on scene within 6 minutes, 90 percent of the time to emergency medical calls for service

While the after-hours response times aren't within the standards, the department began 24-hour staffing in early 2019 to reduce the first due response time to achieve a response time in line with standards. A staffing plan to reduce call fatigue among the paid on call staff was also implemented in 2019, with the goal of reducing the response time after hours.

## 2018 Percent of Time Meeting Strategic Plan Response Time Standards



Magellan Tank Fire February 18<sup>th</sup>, 2018



Magellan Tank Fire February 18<sup>th</sup>, 2018



# Community Risk Reduction Division Report

## Fire Marshal Dell Sprecher

In 2018, the Community Risk Reduction Division began to tabulate data regarding public contacts, investigations, public education, permits and inspections. As suspected, the division has the most contact with the public compared to administration and operations. Throughout the year, our staff assigned to Community Risk Reduction, along with our dedicated full time and paid on call staff, organized 38 separate public education events. These events ranged from in station tours, to senior citizen life safety education through condo associations, and fire extinguisher training at commercial and industrial businesses. With the larger events, such as the Safety Fair at Integrity Windows, and the West Fargo Employee Safety Fair, the division contacted around 4,000 members of the public.

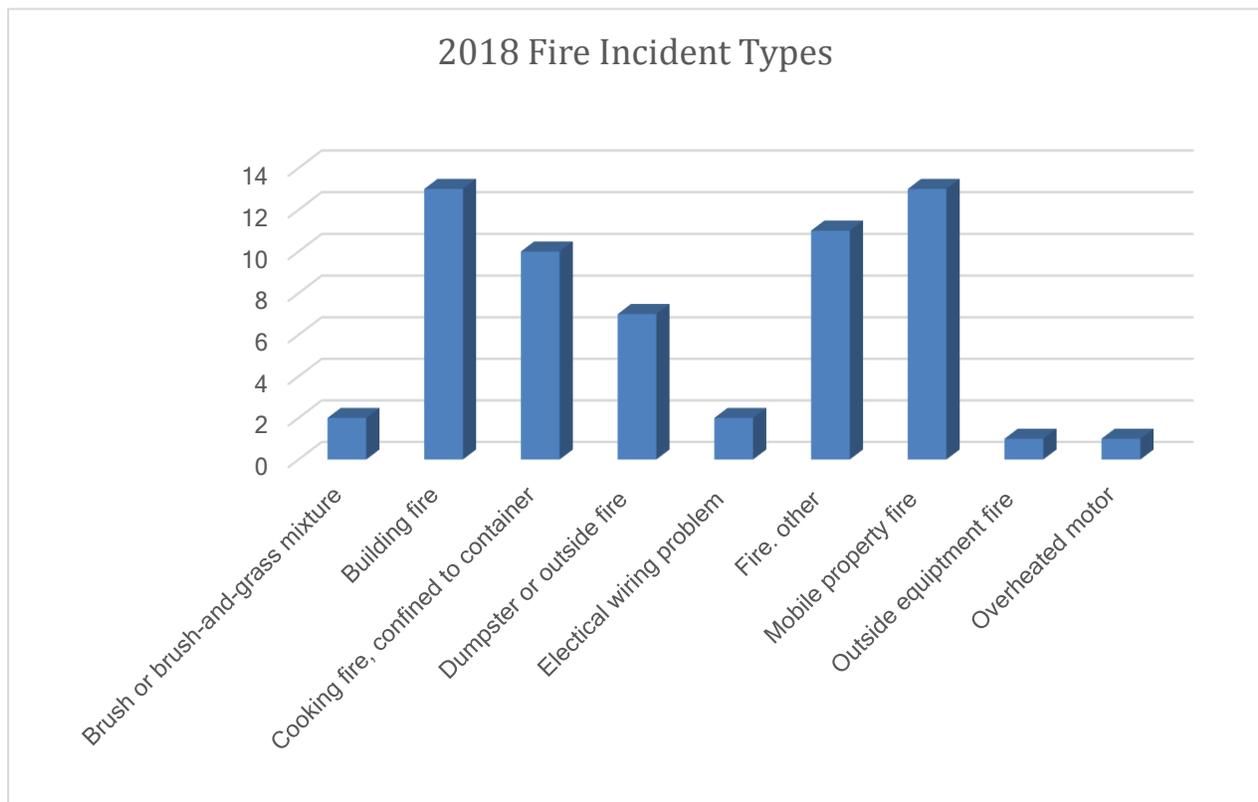
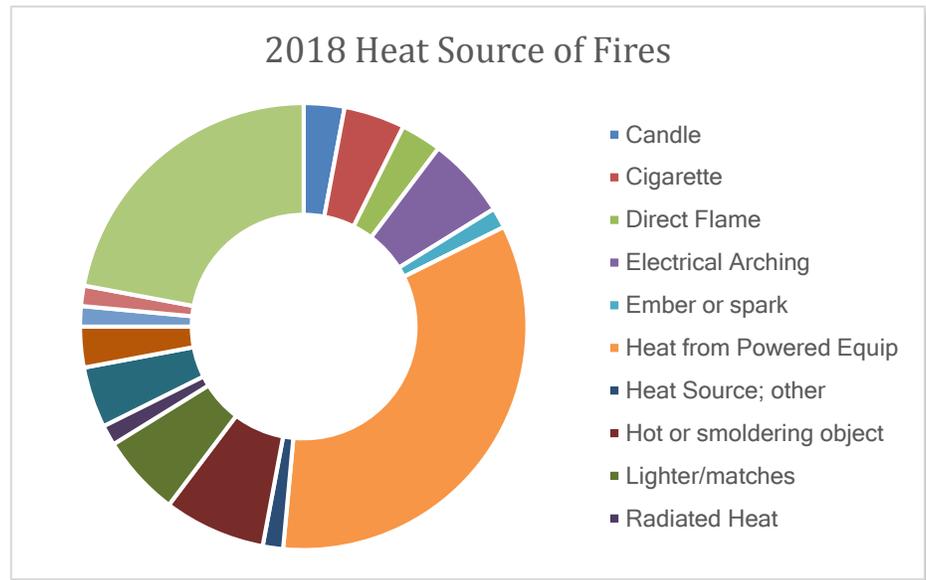


| Month        | Business     | Places of Worship | Fuel Retail | Vehicle Repair | Warehouse | Multifamily | Total        |
|--------------|--------------|-------------------|-------------|----------------|-----------|-------------|--------------|
| January      | 127          | 5                 |             | 4              | 1         | 20          | 157          |
| February     | 110          |                   |             | 5              | 1         | 2           | 118          |
| March        | 165          |                   |             | 6              | 2         | 1           | 174          |
| April        | 162          |                   | 2           | 14             | 2         | 3           | 183          |
| May          | 119          |                   | 5           | 10             | 1         | 1           | 136          |
| June         | 126          |                   | 2           | 4              | 2         |             | 134          |
| July         | 126          |                   | 1           | 2              | 1         | 2           | 132          |
| August       | 107          |                   | 1           | 4              | 2         |             | 114          |
| September    | 49           |                   |             | 3              | 1         | 2           | 55           |
| October      | 34           |                   |             | 1              | 1         | 3           | 39           |
| November     | 24           | 19                |             |                |           | 100         | 143          |
| December     | 6            | 6                 |             |                |           |             | 12           |
| <b>Total</b> | <b>1,155</b> | <b>30</b>         | <b>11</b>   | <b>53</b>      | <b>14</b> | <b>134</b>  | <b>1,397</b> |

## Fires in West Fargo - Heat Source

Throughout 2018, the Community Risk Reduction Division tracked fire types and heat sources of each and every fire in West Fargo. Identifying these trends, such as cooking fires in our elderly population, helps to tailor the efforts of the division.

For example, heat from powered equipment, the majority being stoves and ovens, was the leading heat source of reported fires in 2018. So public education events aimed at older residents of our community included a message about cooking safety. The department even distributed pot holders with the department logo, and the saying “take me with you” to remind the user that the oven might be on in the kitchen.



# Community Outreach

Every kindergarten class in the West Fargo School District visited our Central Station in and every first and second grade classroom was visited by an inspector and on duty crew throughout October and November. In total, the division contacted 3,500 students throughout 2018.

Additionally, 1,604 inspections and day care permit inspections were completed in 2018. These included gas stations, semi-annual business inspections, new business inspections, and multifamily inspections. Places of assembly are also inspected semi-annually.



**7,500**  
Total public contacts

**1,604**  
Permits and Inspections

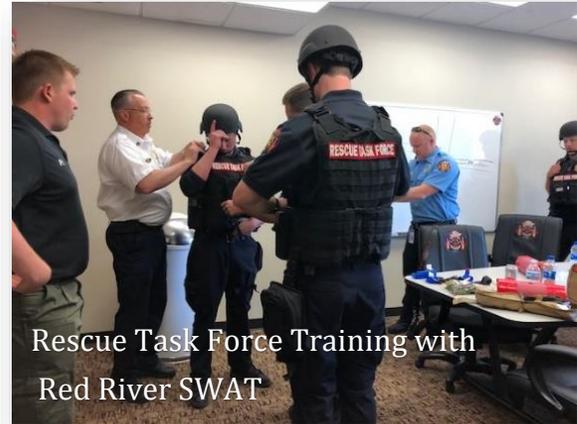
**38**  
Total public events



# Training Division Report

## Battalion Chief Kendel Frost

There are four ways department members attend training. First, there are three monthly trainings held in the evenings, on the first, third and last Tuesdays of the month. Second, during each shift full time firefighters complete three hours of training, of which paid on call members are encouraged to attend when able. Third, employees can attend ancillary schooling, such as the Minnesota State Fire School, the North Dakota State Fire School, and the National Fire Academy, along with various other national conferences and trainings. Lastly, the department offers standardized courses such as Firefighter I, firefighter II, Fire Officer I, Fire Instructor I and Apparatus Driver/Operator.



Rescue Task Force Training with Red River SWAT



# 40

Employees attending outside schools



# 192

In house training classes/drills

Extrication training December 2018



Meadow Ridge Fire 4/19/2018

11<sup>th</sup> St W Fire December 3, 2018



2019-2023 Strategic planning session



Reunited after hand injury



Night to Unite August 7<sup>th</sup>, 2018

**WORKOUT AGREEMENT**

**THIS WORKOUT AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) by and between CITY OF WEST FARGO, NORTH DAKOTA, a political subdivision and home rule city of the State of North Dakota (the “City”), and JATIN PATEL, an individual (the “Owner”).

**WHEREAS**, the Owner owns the Super 8 Motel, located at 825 Main Avenue East, in the City; and

**WHEREAS**, pursuant to Chapter 10-05 of the City Ordinances, the Owner is responsible for collecting and remitting a lodging tax to the City; and

**WHEREAS**, the Owner has failed to remit such lodging tax for the time period extending from November 2017 through January 2019 in the amounts set forth on the attached Exhibit A (collectively, the “Delinquent Taxes”); and

**WHEREAS**, the City and the Owner now desire to enter into this Agreement to set forth a payment plan for the Delinquent Taxes.

**NOW THEREFORE**, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and the Owner agree as follows:

1. Delinquent Taxes. The Owner agrees and acknowledges that he has failed to remit lodging taxes for the dates and in the amounts set forth on Exhibit A. In total, for November 2017 through January 2019, the Owner owes \$5,504.97 worth of lodging taxes.

2. Payment Schedule. Except as otherwise provided in this Agreement, the Owner will make the following payments to pay the Delinquent Taxes:

A. On the Effective Date, the Owner will remit payment, in full, for the December 2018 and January 2019 Delinquent Taxes, as well as make the payment due for February 2019.

B. For the Delinquent Taxes owed from November 2017 through November 2017, the total amount will be divided into ten (10) equal payments that the Owner will pay as follows:

| <i>Payment Amount</i> | <i>Due By</i>      |
|-----------------------|--------------------|
| \$489.60              | April 15, 2019     |
| \$489.60              | May 15, 2019       |
| \$489.60              | June 15, 2019      |
| \$489.60              | July 15, 2019      |
| \$489.60              | August 15, 2019    |
| \$489.60              | September 15, 2019 |

|          |                   |
|----------|-------------------|
| \$489.60 | October 15, 2019  |
| \$489.60 | November 15, 2019 |
| \$489.60 | December 15, 2019 |
| \$489.60 | January 15, 2020  |

3. Current Payments. The Owner must make the payments set forth in Section 2 in addition to the on-going monthly lodging taxes that accrue. In the event the Owner (i) is late or misses a payment set forth in Section 2 or (ii) is late or misses a payment of on-going monthly lodging taxes, the City reserves the ability to declare all Delinquent Taxes and current lodging taxes due and payable immediately.

4. Reservation System. The Owner must have the Super 8 reservation system working no later than March 12, 2019.

5. Complete Agreement. This Agreement contains all negotiations and agreements between the City and the Owner. No other understanding regarding this Agreement, whether written or oral, may be used to bind the City or the Owner.

6. Amendment. No amendment or modification of any condition or term of this Agreement will be valid unless made in writing and signed by the City and the Owner.

7. Waiver. Any waiver by any party of a default of another party will not affect or impair any right arising from any subsequent default.

8. Severability and Savings Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

9. Governing Law. This Agreement will be controlled by the laws of the State of North Dakota.

10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Owner caused this Agreement to be executed.

*(Signatures appear on the following page.)*

CITY OF WEST FARGO, NORTH  
DAKOTA

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Bernie Dardis, President of the Board of  
City Commissioners

ATTEST:

---

Tina Fisk, City Administrator

JATIN PATEL

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## EMERGENCY DECLARATION

WHEREAS, the City of West Fargo has a high soil moisture content from precipitation received during 2018 and 2019; and

WHEREAS, the potential for spring flooding is significant due to spring thaw and anticipated precipitation; and

WHEREAS, the impact of this thaw, runoff and precipitation threatens the health, well-being, and public safety of citizens in the City of West Fargo; and

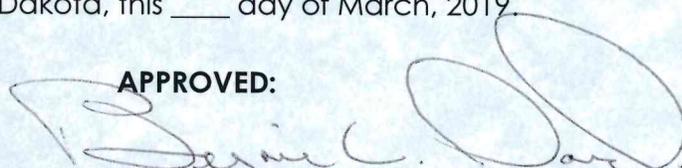
WHEREAS, necessary mitigation measures, preparedness actions, and other responses must begin immediately to protect public health and safety; and

WHEREAS, the potential damage to public infrastructure and private property are beyond normal anticipated and budgeted funds; and

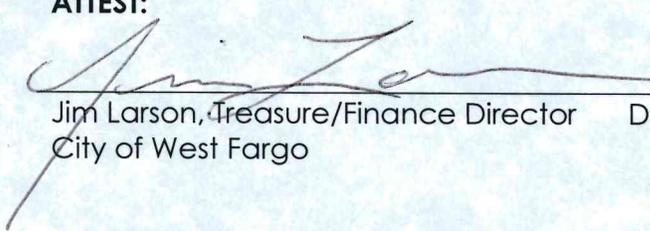
NOW THEREFORE, BE IT RESOLVED that pursuant to N.D.C.C. § 37-17.1-05 the West Fargo City Commission President does hereby declare an emergency and orders the activation and utilization of the West Fargo Emergency Operations Plan, its procedures, attachments, and appendices to recover from the situation, develop a detailed damage assessment, reduce hardship, and initiate the appropriate relief actions and mitigation measures by departments and agencies of local government to limit the hardships and impact of this emergency upon the citizens of West Fargo.

Dated at West Fargo, North Dakota, this \_\_\_\_ day of March, 2019.

**APPROVED:**

  
Bernie Dardis, Commission President      Date 3/25/19  
City of West Fargo

**ATTEST:**

  
Jim Larson, Treasure/Finance Director      Date 3/25/19  
City of West Fargo





**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

|  |
|--|
| OFFICE USE:<br>AGENDA ITEM # <u>11</u> |
|--|

1. CONTACT PERSON(S):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **April 1, 2019**

*\*\* Proposed "Consent" or "Regular" Item? **[Regular]** \*\**

3. DESCRIPTION OF REQUEST:
  - Review "Amendment No. 2" to the Owner-Engineer Agreement between the City of West Fargo and Kadrmass, Lee & Jackson (KLJ).
4. LOCATION (address; legal; etc.):
  - Sheyenne St Reconstruction – Segment 1 (13<sup>th</sup> Ave to Beaton Dr) & Segment 2 (Beaton Dr to 32<sup>nd</sup> Ave)
5. ACTION(S) REQUESTED:
  1. Approve Amendment No. 2 to the Owner-Engineer Agreement.

**ADDITIONAL INFORMATION:**

The original agreement (effective April 2, 2018) is for construction inspection and surveying services on Segments 1 and 2 of the Sheyenne St Reconstruction project. It established general conditions along with a budget for "project start-up" and "scope development" activities. The intent was to execute separate amendments to this agreement, each establishing a detailed scope and associated fee specific to services performed during each year of construction (2018 & 2019). Amendment No. 1 (effective May 15, 2018) established the scope and fee for services during the 2018 construction season. Amendment No. 2 as proposed, is for services to be performed during the 2019 construction season. It also includes "additional services" performed throughout the winter months. As shown on page 2 of the proposed amendment, the "adjusted agreement amount" would be \$3,144,895, if approved as presented.

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [4/2/18].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2 – Winter Suspension & 2019 Construction Inspection, Survey and Management**

The Effective Date of this Amendment is: **3/18/2019**.

Background Data

Effective Date of Owner-Engineer Agreement: 4/2/2018

Owner: City of West Fargo

Engineer: Kadrmas, Lee & Jackson, Inc.

Project: Construction Inspection, survey and management for Sheyenne Street Reconstruction:

- Segment #1 – Beaton Drive to 13<sup>th</sup> Avenue E.
- Segment #2 – 32<sup>nd</sup> Avenue E. to the southern ramps of the I-94 and Sheyenne Street Interchange & from the northern ramps of the interchange to Beaton Drive.

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Amendment #2:***

- ***Winter Suspension & 2019 Construction Inspection, Survey and Management for Segment 2 of Sheyenne Street***

Agreement Summary:

|                                  |                 |
|----------------------------------|-----------------|
| Original agreement amount:       | \$ 250,000.00   |
| Net change for prior amendments: | \$ 1,620,425.00 |
| This amendment amount:           | \$ 1,274,470.00 |
| Adjusted Agreement amount:       | \$ 3,144,895.00 |

A fee summary is provided in the attached Appendix B

Change in time for services (days or date, as applicable): Completion date for the work described in this amendment is 3/1/2020

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:  
City of West Fargo

ENGINEER:  
Kadmas, Lee & Jackson, Inc.

By: \_\_\_\_\_

By: Mark Anderson

Print name: \_\_\_\_\_

Print name: Mark Anderson

Title: \_\_\_\_\_

Title: Vice President, EPW

Date Signed: \_\_\_\_\_

Date Signed: 3/12/2019



**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

|  |
|--|
| OFFICE USE:<br>AGENDA ITEM # <u>12</u> |
|--|

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **April 1, 2019**

*\*\* Proposed "Consent" or "Regular" Item? **[Regular]** \*\**

3. DESCRIPTION OF REQUEST:
  - Review "Access Agreement" and "Access Easement" between SE Cass WRD and the City of West Fargo for the construction of city water infrastructure (Impr.No. 1312).
4. LOCATION (address; legal; etc.):
  - Along the Sheyenne Diversion
5. ACTION(S) REQUESTED:
  1. Approve "Access Agreement" and "Access Easement"

*ADDITIONAL INFORMATION:*

## ACCESS AGREEMENT

THIS AGREEMENT is by the Southeast Cass Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the “District”); and the City of West Fargo, a North Dakota municipal corporation, whose post office address is 800 Fourth Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”).

### RECITALS

A. The District owns, operates, and maintains SHEYENNE-MAPLE FLOOD CONTROL DISTRICT NO. 1, a project commonly known as the “West Fargo Diversion” (the “Diversion”).

B. The City plans to construct, install, operate, and maintain a water main and associated infrastructure (the “Water Main”) along the Diversion, a project the City refers to as Water Improvement Project No. 1312 (the “Project”).

C. The City has requested temporary access on and over certain portions of the District’s Diversion right of way for purposes of temporarily installing a culvert in and across the ditch along the north side of 21st Avenue West, and for temporary access along the Diversion, all for purposes of installation and construction of the Project.

D. The District is willing to grant the City temporary access on portions of the District’s Diversion right of way, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### AGREEMENT

1. **The License Property.** The District grants and conveys to the City a temporary, non-exclusive, revocable license for purposes of access rights described in this Agreement upon, over, and across the District’s Diversion right of way in Cass County, North Dakota, as depicted in the map attached as **Exhibit A**; the property depicted in **Exhibit A** is the “License Property.” The rights granted to the City by the District under this Agreement constitute a license, revocable at will by the District for cause or for protection of the Diversion or its other property under the terms of this Agreement, and the license does not create for or on behalf of the City any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the City’s entry upon or use of the License Property.

2. **Access Rights.** The City’s access rights are limited to access, ingress, and egress rights upon, over, and across the License Property for purposes of temporarily installing a culvert in and across the ditch along the north side of 21st Avenue West, and for temporary access along the Diversion, all for purposes of installation and construction of the Water Main, during the term of this Agreement and at the City’s sole cost and risk, as depicted in **Exhibit A**. The City

may not use the License Property or any of its facilities or installations for any other purpose, and the City's use, access, ingress and egress rights regarding the License Property or any of its facilities or installations will not disrupt or interfere with the Diversion or the District's use of the License Property for flood control and protection purposes. The City's rights are revocable by the District in accordance with the terms of this Agreement.

3. **Flood Protection Priority and Use.** The parties understand and agree the Diversion is a public facility that provides flood protection and other important public benefits to residents of Cass County, including the City, and further agree the District's use of the Diversion, including the License Property, as a flood control and protection facility takes priority over any other use of the License Property, including the City's use of the License Property for purposes of the Project. The parties further understand and agree the Diversion is subject to certain laws, rules, regulations, requirements, and directives under the jurisdiction of the United States Army Corps of Engineers ("COE"), the Federal Emergency Management Agency ("FEMA"), and the North Dakota State Engineer ("OSE"), and the City's use of the Diversion for purposes of the Project is subject to any applicable laws, rules, regulations, requirements, or directives from or regarding COE, FEMA, and OSE; the District does not have any control over, and does not make any representations or warranties regarding, COE, FEMA, or OSE, or the City's use of, or inability to use, the License Property for purposes of the Project. The District will not unreasonably interfere with the Project or the City's rights under this Agreement. However, the District's priority use of the Diversion for flood protection purposes may require and include disruptions or interference with the Project. The District has not made any warranties, express or implied, that the License Property is now, or will be in the future, suitable for the Project, and the District has not made any other representations, warranties, or promises regarding the License Property. The District will use reasonable care to avoid any disruptions or damages to the Project or related appurtenances; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Diversion by the District, its officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees. The District may, in the District's sole discretion, impose restrictions or limitations on the City's access rights as necessary for flood protection purposes or otherwise as necessary to protect the integrity of the Diversion or the License Property.

4. **Improvements to the License Property.** The City's rights under this Agreement are subject to the following:

a. With the exception of the temporary installation of a culvert in and across the ditch along the north side of 21st Avenue West, the City will not construct any improvements in, upon, under, over, or across any portion of the License Property; the City will not place any fixtures, equipment, or other personal property on any portion of the License Property; the City will not construct or install, nor allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the License Property; the City will not encumber any

portion of the License Property; and the City will not otherwise alter any portion of the License Property without prior consent from the District.

b. The City will promptly cease any activity and remove any structure or obstruction that interferes with the Diversion or the District's use of the License Property, at the City's sole cost.

5. **Duty to Repair and Remedies.** The City will repair the License Property and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, including the Diversion, damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the Project or otherwise damaged as a result of any entry upon or use, access, ingress, or egress upon or over the License Property by the City or any of its officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees. The City will otherwise repair and return the License Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost. If the City fails to repair or replace within a reasonable time following request or demand from the District, or if the City otherwise fails to perform any of the City's obligations under this Agreement within a reasonable time following request or demand from the District, the District may perform the City's obligations and the City will reimburse the District for all of the District's costs and expenses. The District's remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. The City will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

6. **Term.** The City's rights under this Agreement will terminate upon the completion of construction and installation of the Project. The District may also terminate this Agreement if the District concludes termination is necessary to protect the integrity of the Diversion; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over the Diversion; or in the event of any default by the City not remedied within a reasonable time. In no event will this Agreement extend beyond five years from its effective date, unless the parties approve an extension in writing. Upon completion of the Project or any termination or expiration of this Agreement, the City will remove the culvert installed in and across the ditch along the north side of 21st Avenue West, remove any other improvements, and otherwise return the License Property as nearly as practicable to its original condition.

7. **Compliance with Laws.** The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Water Main or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the License Property.

8. **Forbearance**. The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

9. **Governing Law**. This Agreement will be construed and enforced in accordance with North Dakota law.

10. **Interpretation**. This Agreement will be construed as if prepared by both parties.

11. **Severability**. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

12. **Entire Agreement**. This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the parties.

13. **Assignment**. Neither party may transfer or assign this Agreement, or any rights or obligations under this Agreement, without the express written consent of the other party.

14. **Binding Effect**. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and assigns.

15. **Modifications**. Any modifications or amendments of this Agreement must be in writing and signed by the District and the City, and must be recorded in the Cass County Recorder's Office.

16. **Headings**. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

17. **Effective Date**. This Agreement will become effective upon the execution by the last party to sign.

(Signatures appear on the following pages.)

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By: \_\_\_\_\_  
Dan Jacobson, Chairman

ATTEST:

\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

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 Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.

\_\_\_\_\_  
Notary Public, Cass County, ND

(SEAL)

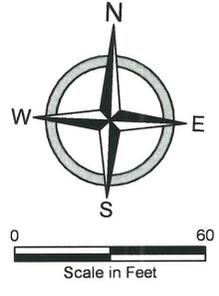


**EXHIBIT A**

**Map of the License Property**

# EASEMENT EXHIBIT

PART OF THE NE1/4 OF SECTION 13, TOWNSHIP 139 NORTH, RANGE 50 WEST AND PART OF THE NW1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



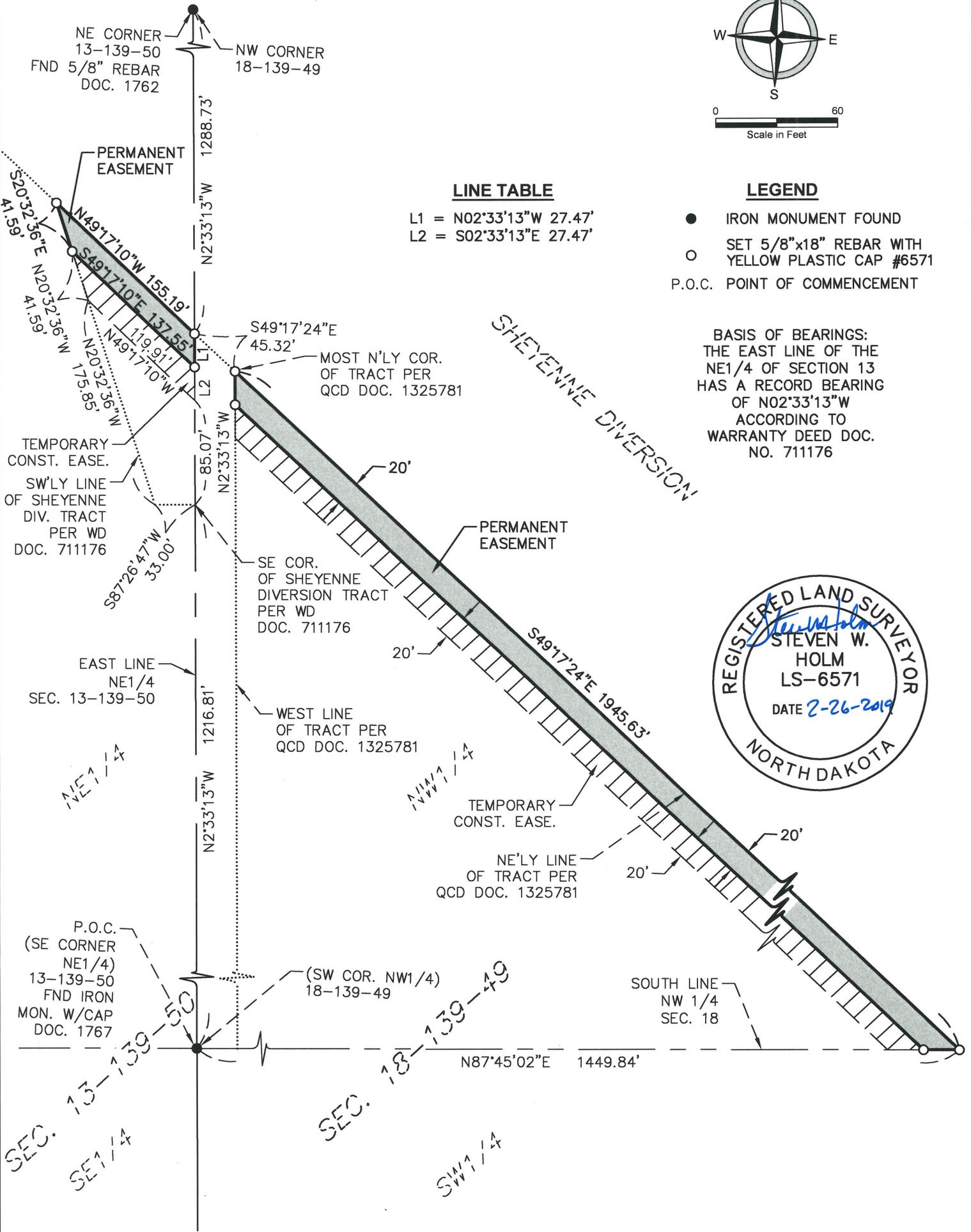
### LINE TABLE

L1 = N02°33'13"W 27.47'  
L2 = S02°33'13"E 27.47'

### LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS:  
THE EAST LINE OF THE  
NE1/4 OF SECTION 13  
HAS A RECORD BEARING  
OF N02°33'13"W  
ACCORDING TO  
WARRANTY DEED DOC.  
NO. 711176



**Easement Exhibit - SE Cass Water Resource District**  
Part of the NE1/4 Sec. 13-139-50 and part of the NW1/4 Sec. 18-139-49  
Cass County, North Dakota

|             |          |
|-------------|----------|
| PROJECT No. | 19922    |
| DATE:       | 02.20.19 |
| REVISED:    | --       |
| DRAFTER:    | SWH      |
| REVIEWER:   | SWH      |



# EASEMENT EXHIBIT

PART OF THE NE1/4 OF SECTION 13, TOWNSHIP 139 NORTH, RANGE 50 WEST AND PART OF THE NW1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

## TEMPORARY EASEMENT DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 139 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the southeast corner of said Northeast Quarter; thence North 02 degrees 33 minutes 13 seconds West on a record bearing along the east line of said Northeast Quarter for a distance of 1216.81 feet to the southeast corner of a certain tract of land as described in Warranty Deed Document Number 711176, recorded November 20, 1989, on file and of record in the office of the Recorder, said County; thence South 87 degrees 26 minutes 47 seconds West along the southwesterly line of said tract of land for a distance of 33.00 feet; thence North 20 degrees 32 minutes 36 seconds West continuing along said southwesterly line for a distance of 175.85 feet to the point of beginning; thence continuing North 20 degrees 32 minutes 36 seconds West along said southwesterly line for a distance of 41.59 feet; thence South 49 degrees 17 minutes 10 seconds East for a distance of 137.55 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 13 seconds East along said east line for a distance of 27.47 feet; thence North 49 degrees 17 minutes 10 seconds West for a distance of 119.91 feet to the point of beginning.

AND

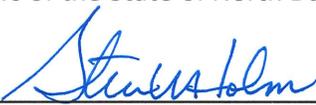
A 20.00 foot wide strip in the Northwest Quarter of Section 18, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, said strip lies between two parallel lines drawn 20.00 feet and 40.00 feet southwesterly of as measured at a right angle to and parallel with a line described as follows:

Commencing at a found iron monument which designates the southwest corner of said Northwest Quarter; thence North 02 degrees 33 minutes 13 seconds West on a record bearing along the west line of said Northwest Quarter for a distance of 1356.82 feet to the southwesterly line of the Sheyenne Diversion; thence South 49 degrees 17 minutes 24 seconds East along said southwesterly line for a distance of 45.32 feet to the most northerly corner of a certain tract of land as described in Quit Claim Deed Document Number 1325781, recorded June 23, 2011, on file and of record in the office of said Recorder, the point of beginning of said line; thence continuing South 49 degrees 17 minutes 24 seconds East along said southwesterly line and along the northeasterly line of said tract of land for a distance of 1945.63 feet to the south line of said Northwest Quarter and said line there terminates. The sidelines of said strip are to be lengthened or shortened to terminate on the west line of said tract of land and on the south line of said Northwest Quarter.

Containing 40,278 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

## CERTIFICATION

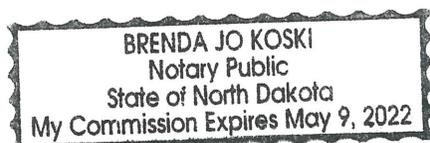
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a Professional Land Surveyor under the laws of the State of North Dakota.

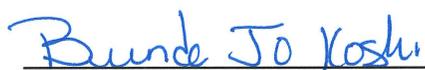
  
\_\_\_\_\_  
Steven W. Holm  
Professional Land Surveyor  
Reg. No. LS-6571

Date: 2-26-2019

State of North Dakota)  
County of Cass )

On this 26<sup>th</sup> day of February, 2019, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Professional Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.



  
\_\_\_\_\_  
Notary Public, Cass County, North Dakota



PAGE 2 OF 2

## Easement Exhibit - SE Cass Water Resource District

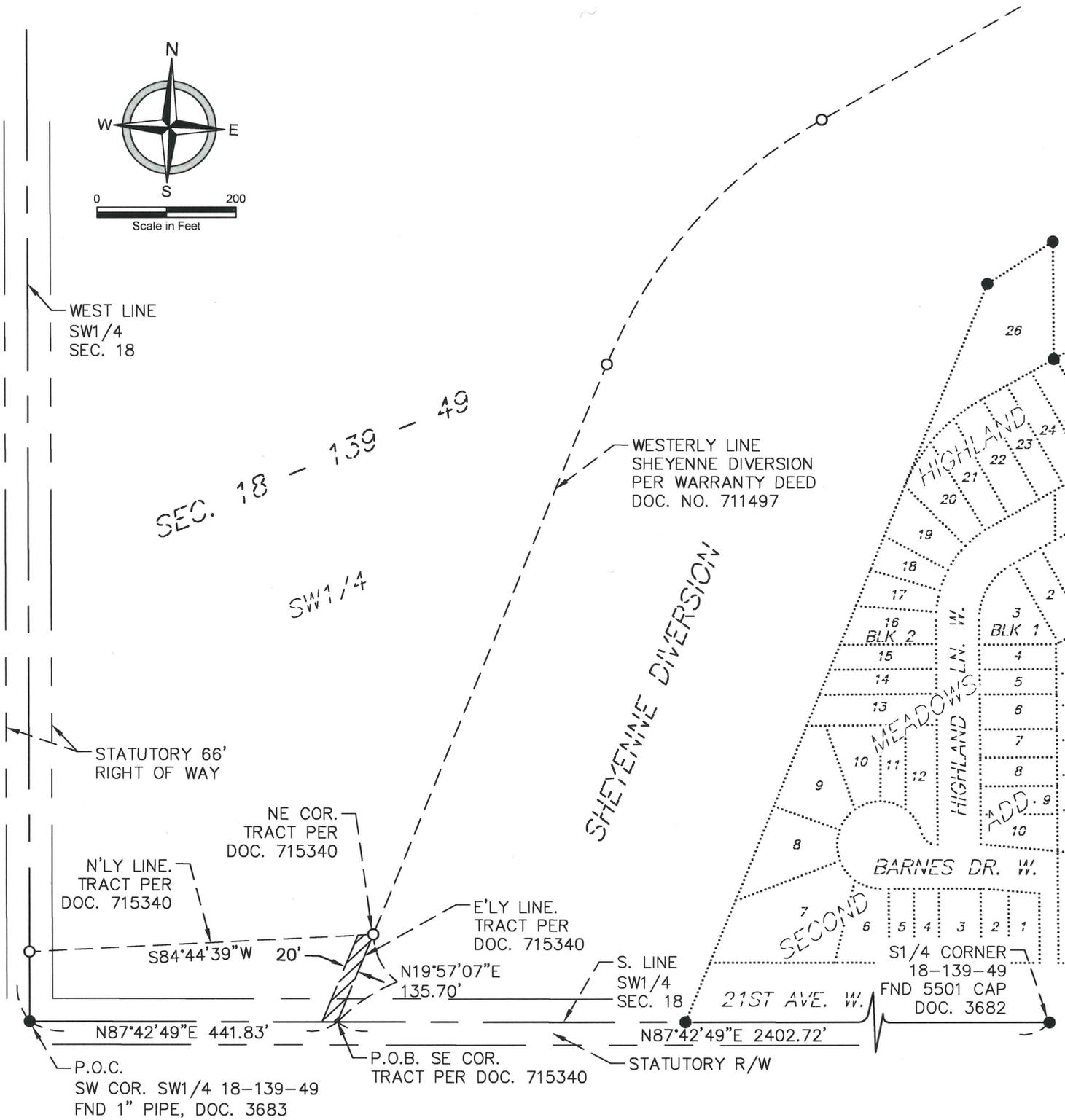
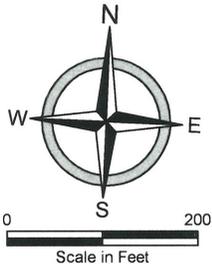
Part of the NE1/4 Sec. 13-139-50 and part of the NW1/4 Sec. 18-139-49  
Cass County, North Dakota

|             |          |
|-------------|----------|
| PROJECT No. | 19922    |
| DATE:       | 02.20.19 |
| REVISED:    | --       |
| DRAFTER:    | SWH      |
| REVIEWER:   | SWH      |



# EASEMENT EXHIBIT

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 49 WEST  
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



### LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

BASIS OF BEARINGS:  
THE SOUTH LINE OF THE  
SOUTHWEST QUARTER OF  
SECTION 18 HAS AN ASSUMED  
BEARING OF N87°42'49"E.

## Easement Exhibit - Southeast Cass W.R.D.

Part of the SW 1/4 Sec. 18-139-49  
Cass County, North Dakota

|             |          |
|-------------|----------|
| PROJECT No. | 19922    |
| DATE:       | 02.28.19 |
| REVISED:    | --       |
| DRAFTER:    | SWH      |
| REVIEWER:   | SWH      |



# EASEMENT EXHIBIT

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 49 WEST  
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

## TEMPORARY EASEMENT DESCRIPTION

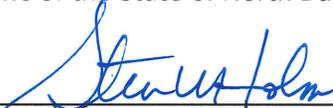
A 20.00 foot wide strip in the Southwest Quarter of Section 18, Township 139 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, the easterly line of said 20.00 foot wide strip is described as follows:

Commencing at a found iron monument which designates the southwest corner of said Southwest Quarter; thence North 87 degrees 42 minutes 49 seconds East on an assumed bearing along the south line of said Southwest Quarter for a distance of 441.83 feet to the southeast corner of a certain tract of land according to Warranty Deed Document Number 715340, recorded February 28, 1990, on file and of record in the office of the Recorder, said County, the point of beginning of said easterly line; thence North 19 degrees 57 minutes 07 seconds East along the easterly line of said tract of land for a distance of 135.70 feet to the northeast corner of said tract of land and said easterly line there terminates. The westerly sideline of said 20.00 foot wide strip is to be lengthened or shortened to terminate on the south line of said Southwest Quarter and on the northerly line of said tract of land.

Containing 2,702 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

## CERTIFICATION

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

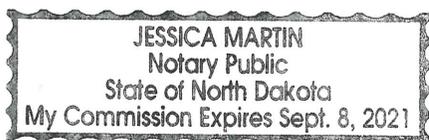


Steven W. Holm  
Professional Land Surveyor  
Reg. No. LS-6571

Date: 2-28-2019

State of North Dakota)  
County of Cass )

On this 28 day of February, 2019, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Professional Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.



  
Notary Public, Cass County, North Dakota



### Easement Exhibit - Southeast Cass W.R.D.

Part of the SW 1/4 Sec. 18-139-49  
Cass County, North Dakota

|             |          |
|-------------|----------|
| PROJECT No. | 19922    |
| DATE:       | 02.28.19 |
| REVISED:    | --       |
| DRAFTER:    | SWH      |
| REVIEWER:   | SWH      |



**ACCESS EASEMENT**  
(Water Main)

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by the Southeast Cass Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the “District”); and the City of West Fargo, a North Dakota municipal corporation, whose post office address is 800 Fourth Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”).

**RECITALS**

A. The District owns, operates, and maintains SHEYENNE-MAPLE FLOOD CONTROL DISTRICT NO. 1, a project commonly known as the “West Fargo Diversion” (the “Diversion”).

B. The City plans to construct, install, operate, and maintain a water main and associated infrastructure (the “Water Main”) along the Diversion, over and across property owned by the District.

C. The District has agreed to convey an easement to the City for purposes of construction, operation, and maintenance of the Water Main, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

1. **The Easement Property.** The District grants and conveys to the City a non-exclusive permanent easement, including the City’s rights under this Easement, upon, over, and across the following parcel of real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is the “Easement Property.” Attached to this Easement as **Exhibit B** is a survey that depicts the Water Main and the Easement Property.

2. **Easement Rights.** The City's rights under this Easement are limited to access, ingress, and egress rights upon, over, and across the Easement Property for the City and the City's officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees, including the rights to construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and remove the Water Main. The City may not use the Easement Property for any other purpose, and the City's use, access, ingress, and egress rights regarding the Easement Property and the Water Main will not disrupt or interfere with the District's use of the Easement Property or with the Diversion and will not interfere with the structural integrity of the Diversion. The City is solely responsible for the construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the Water Main, at the City's sole cost. The City's access under this Easement extends to the City and the City's officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees.

3. **Flood Protection Priority and Use.** The parties understand and agree the Diversion is a public facility that provides flood protection and other important public benefits to residents of Cass County, including the City, and further agree the District's use of the Diversion, including the Easement Property, as a flood control and protection facility takes priority over any other use of the Easement Property, including the City's use of the Easement Property for purposes of the Water Main. The parties further understand and agree the Diversion is subject to certain laws, rules, regulations, requirements, and directives under the jurisdiction of the United States Army Corps of Engineers ("COE"), the Federal Emergency Management Agency ("FEMA"), and the North Dakota State Engineer ("OSE"), and the City's use of the Diversion for purposes of the Water Main is subject to any applicable laws, rules, regulations, requirements, or directives from or regarding COE, FEMA, and OSE; the District does not have any control over, and does not make any representations or warranties regarding, COE, FEMA, or OSE, or the City's use of, or inability to use, the Easement Property for purposes of the Water Main. The District will not unreasonably interfere with the Water Main or the City's rights under this Easement. However, the District's priority use of the Diversion for flood protection purposes may require and include temporary or permanent disruptions or interference with the Water Main. The District has not made any warranties, express or implied, that the Easement Property is now, or will be in the future, suitable for the Water Main, or regarding the condition of the Easement Property or the Water Main, and the District has not made any other representations, warranties, or promises regarding the Easement Property or the Water Main. The District will use reasonable care to avoid any damages to the Water Main or related appurtenances; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Diversion by the District, its officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees. The District may, in the District's sole discretion, impose restrictions or limitations on the City's access rights as necessary for flood protection purposes or otherwise as necessary to protect the integrity of the Diversion or the Easement Property.

4. **The City's Improvements and Repairs.** The City's rights under this Easement include and are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the Water Main, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction, reconstruction, or improvements; the District will not unreasonably withhold consent.

b. The City will operate and maintain the Water Main and related appurtenances at its sole cost.

c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the Water Main on or adjacent to the Easement Property that require excavation; the District will not unreasonably withhold consent.

d. With the exception of the Water Main and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the Easement Property; the City will not place any fixtures, equipment, or other personal property on any portion of the Easement Property; the City will not construct or install, nor allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the Easement Property; the City will not encumber any portion of the Easement Property; and the City will not otherwise alter any portion of the Easement Property without prior consent from the District; the District will not unreasonably withhold consent.

e. The City will promptly cease any activity and remove any structure or obstruction that interferes with the Diversion or the District's use of the Easement Property, at the City's sole cost.

5. **Duty to Repair and Remedies.** The City will repair the Easement Property and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, including the Diversion, damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the Water Main or otherwise damaged as a result of any entry upon or use, access, ingress, or egress upon or over the Easement Property by the City or any of its officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees. The City will otherwise repair and return the Easement Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost. If the City fails to repair or replace within a reasonable time following request or demand from the District, or if the City otherwise fails to perform any of the City's obligations under this Easement within a reasonable time following request or demand from the District, the District may perform the City's obligations and the City will reimburse the District for all of the District's costs and expenses. The District's remedies provided in this Easement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. The City will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees,

incurred in enforcing, collecting, or attempting to collect under this Easement, or incurred in litigating the terms or validity of this Easement.

6. **Term**. The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of the Diversion; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over the Diversion; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements to the Easement Property, at the City's sole cost.

7. **Liability**. The City will be solely responsible for any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the Water Main by the City or the City's officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the Easement Property by the City or the City's officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees; or any act, error, or omission of the City or the City's officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees, including any failure to perform under this Easement.

8. **Compliance with Laws**. The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Water Main or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the Easement Property.

9. **Forbearance**. The failure or delay of the District to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law**. This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation**. This Easement will be construed as if prepared by both parties.

12. **Severability**. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

13. **Entire Agreement**. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment**. Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

15. **Binding Effect**. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and assigns.

16. **Modifications**. Any modifications or amendments of this Easement must be in writing and signed by the District and the City, and must be recorded in the Cass County Recorder's Office.

17. **Headings**. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By: \_\_\_\_\_  
Dan Jacobson, Chairman

ATTEST:

\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

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 Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.

\_\_\_\_\_  
Notary Public, Cass County, ND

(SEAL)



**EXHIBIT A**

**Legal Description of the Easement Property**

That part of the Northeast Quarter of Section 13, Township 139 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the southeast corner of said Northeast Quarter; thence North 02 degrees 33 minutes 13 seconds West on a record bearing along the east line of said Northeast Quarter for a distance of 1216.81 feet to the southeast corner of a certain tract of land as described in Warranty Deed Document Number 711176, recorded November 20, 1989, on file and of record in the office of the Recorder, said County; thence South 87 degrees 26 minutes 47 seconds West along the southwesterly line of said tract of land for a distance of 33.00 feet; thence North 20 degrees 32 minutes 36 seconds West continuing along said southwesterly line for a distance of 217.44 feet to the point of beginning; thence South 49 degrees 17 minutes 10 seconds East for a distance of 137.55 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 13 seconds West along said east line for a distance of 27.47 feet to a point hereinafter referred to as Point "A"; thence North 49 degrees 17 minutes 10 seconds West for a distance of 155.19 feet to the southwesterly line of said tract of land; thence South 20 degrees 32 minutes 36 seconds East along said southwesterly line for a distance of 41.59 feet to the point of beginning.

AND

A 20.00 foot wide strip in the Northwest Quarter of Section 18, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, the northeasterly line of said strip is described as follows:

Commencing at the aforementioned Point "A" from which the west line of said Section 18 bears South 02 degrees 33 minutes 13 seconds East on a record bearing; thence South 49 degrees 17 minutes 24 seconds East along the southwesterly line of the Sheyenne Diversion for a distance of 45.32 feet to the most northerly corner of a certain tract of land as described in Quit Claim Deed Document Number 1325781, recorded June 23, 2011, on file and of record in the office of said Recorder, the point of beginning of said northeasterly line; thence continuing South 49 degrees 17 minutes 24 seconds East along the southwesterly line of said Sheyenne Diversion and along the northeasterly line of said tract of land for a distance of 1945.63 feet to the south line of said Northwest Quarter and said northeasterly line there terminates. The southwesterly sideline of said strip is to be lengthened or shortened to terminate on the west line of said tract of land and on the south line of said Northwest Quarter.

Containing 41,437 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

**EXHIBIT B**

**Survey of the Water Main**

# EASEMENT EXHIBIT

PART OF THE NE1/4 OF SECTION 13, TOWNSHIP 139 NORTH, RANGE 50 WEST AND PART OF THE NW1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



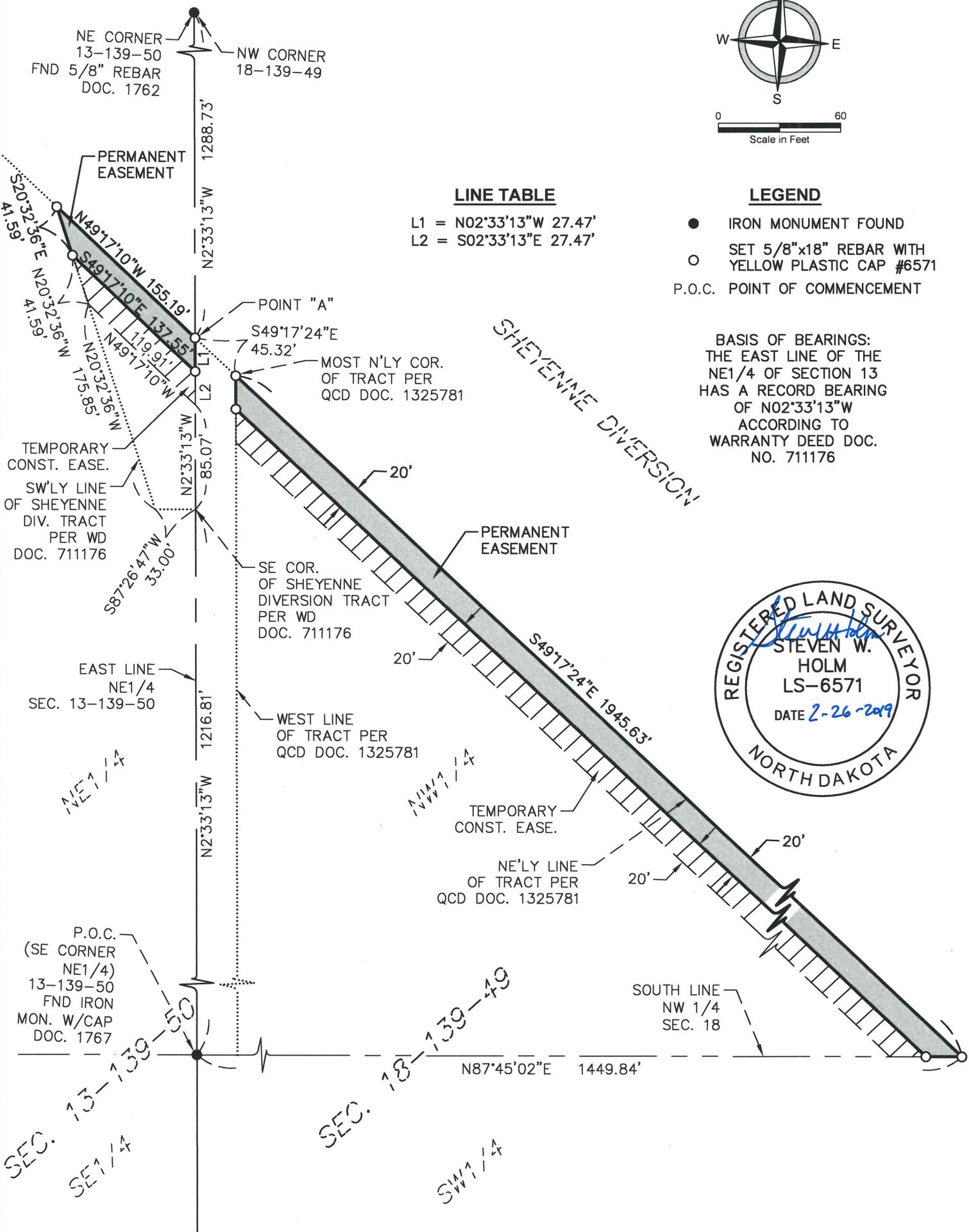
### LINE TABLE

L1 = N02°33'13"W 27.47'  
L2 = S02°33'13"E 27.47'

### LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS:  
THE EAST LINE OF THE  
NE1/4 OF SECTION 13  
HAS A RECORD BEARING  
OF N02°33'13"W  
ACCORDING TO  
WARRANTY DEED DOC.  
NO. 711176



## Easement Exhibit - SE Cass Water Resource District

Part of the NE1/4 Sec. 13-139-50 and part of the NW1/4 Sec. 18-139-49  
Cass County, North Dakota

|             |          |
|-------------|----------|
| PROJECT No. | 19922    |
| DATE:       | 02.20.19 |
| REVISED:    | --       |
| DRAFTER:    | SWH      |
| REVIEWER:   | SWH      |



# EASEMENT EXHIBIT

PART OF THE NE1/4 OF SECTION 13, TOWNSHIP 139 NORTH, RANGE 50 WEST AND PART OF THE NW1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

## PERMANENT EASEMENT DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 139 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the southeast corner of said Northeast Quarter; thence North 02 degrees 33 minutes 13 seconds West on a record bearing along the east line of said Northeast Quarter for a distance of 1216.81 feet to the southeast corner of a certain tract of land as described in Warranty Deed Document Number 711176, recorded November 20, 1989, on file and of record in the office of the Recorder, said County; thence South 87 degrees 26 minutes 47 seconds West along the southwesterly line of said tract of land for a distance of 33.00 feet; thence North 20 degrees 32 minutes 36 seconds West continuing along said southwesterly line for a distance of 217.44 feet to the point of beginning; thence South 49 degrees 17 minutes 10 seconds East for a distance of 137.55 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 13 seconds West along said east line for a distance of 27.47 feet to a point hereinafter referred to as Point "A"; thence North 49 degrees 17 minutes 10 seconds West for a distance of 155.19 feet to the southwesterly line of said tract of land; thence South 20 degrees 32 minutes 36 seconds East along said southwesterly line for a distance of 41.59 feet to the point of beginning.

AND

A 20.00 foot wide strip in the Northwest Quarter of Section 18, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, the northeasterly line of said strip is described as follows:

Commencing at the aforementioned Point "A" from which the west line of said Section 18 bears South 02 degrees 33 minutes 13 seconds East on a record bearing; thence South 49 degrees 17 minutes 24 seconds East along the southwesterly line of the Sheyenne Diversion for a distance of 45.32 feet to the most northerly corner of a certain tract of land as described in Quit Claim Deed Document Number 1325781, recorded June 23, 2011, on file and of record in the office of said Recorder, the point of beginning of said northeasterly line; thence continuing South 49 degrees 17 minutes 24 seconds East along the southwesterly line of said Sheyenne Diversion and along the northeasterly line of said tract of land for a distance of 1945.63 feet to the south line of said Northwest Quarter and said northeasterly line there terminates. The southwesterly sideline of said strip is to be lengthened or shortened to terminate on the west line of said tract of land and on the south line of said Northwest Quarter.

Containing 41,437 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

## CERTIFICATION

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

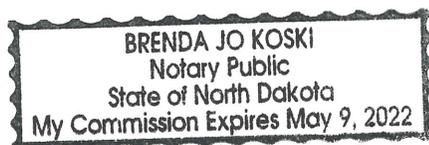


Steven W. Holm  
Professional Land Surveyor  
Reg. No. LS-6571

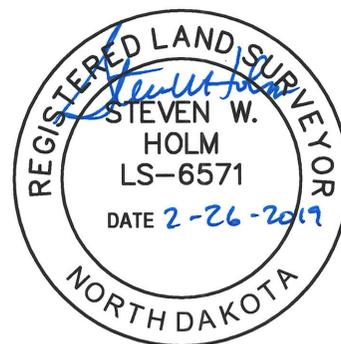
Date: 2-26-2019

State of North Dakota)  
County of Cass )

On this 26<sup>th</sup> day of February, 2019, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Professional Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.



  
Notary Public, Cass County, North Dakota



PAGE 2 OF 2

## Easement Exhibit - SE Cass Water Resource District

Part of the NE1/4 Sec. 13-139-50 and part of the NW1/4 Sec. 18-139-49  
Cass County, North Dakota

|             |          |
|-------------|----------|
| PROJECT No. | 19922    |
| DATE:       | 02.20.19 |
| REVISED:    | --       |
| DRAFTER:    | SWH      |
| REVIEWER:   | SWH      |





**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

OFFICE USE:

AGENDA ITEM # 13

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **April 1, 2019**

**\*\* Proposed "Consent" or "Regular" Item? Regular \*\***

3. DESCRIPTION OF REQUEST:
  - Review letter prepared by Moore Engineering including bid results and a recommendation to award a construction contract for *Street Improvement District No. 2250 – Kensington Drive*
4. LOCATION (address; legal; etc.):
  - Kensington Drive & Hidden Circle
5. ACTION(S) REQUESTED:
  1. Award construction contract for *Street Improvement District No. 2250 – Kensington Drive* to Northern Improvement Company in the amount of \$130,799.44



925 10th Avenue East  
West Fargo, ND 58078

P: 701.282.4692  
F: 701.282.4530



March 26, 2019

Dustin Scott, City Engineer  
City of West Fargo  
800 4th Avenue East  
West Fargo ND 58078

Re: Street Improvement District No. 2250  
Kensington Drive - Hidden Circle Connection  
West Fargo, ND

Dear Dustin:

Bids were opened for the above referenced project on March 21, 2019 at 10:00 a.m. at West Fargo City Hall. The bids were compiled and the bid tabulation is attached for your review.

I hereby recommend award of contract to Northern Improvement Company for their bid of \$130,799.44.

Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$145,537.70. Our final engineer's estimate was \$150,000.00.

Please review and provide comment at your earliest convenience. If you do not have any questions or comments, please present it to the West Fargo City Commission. To meet the project's proposed schedule, this project needs to be awarded by the City Commission on April 1, 2019. If the contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award.

Sincerely,



Brandon Oye, PE  
Project Manager

Street Improvement District No. 2250  
 Kensington Drive - Hidden Circle Connection  
 West Fargo ND  
 Project No. 20547  
 Bid Date: March 21, 2019

Northern Improvment Company  
 PO Box 2846  
 Fargo, ND 58108

Dakota Underground Company  
 4001 15th Ave NW  
 Fargo, ND 58102

Border States Paving  
 PO Box 2586  
 Fargo, ND 58108

| BID ITEM NO. & DESCRIPTION                            | UNIT  | ESTIMATED QUANTITY | BID UNIT PRICE | BID PRICE   | BID UNIT PRICE | BID PRICE   | BID UNIT PRICE | BID PRICE   |
|---|-------|--------------------|----------------|-------------|----------------|-------------|----------------|-------------|
| 1. 103 100 Contract Bond                              | L SUM | 1                  | \$375.00       | \$375.00    | \$1,200.00     | \$1,200.00  | \$500.00       | \$500.00    |
| 2. 201 330 Clearing & Grubbing                        | L SUM | 1                  | \$1,000.00     | \$1,000.00  | \$1,000.00     | \$1,000.00  | \$1,000.00     | \$1,000.00  |
| 3. 202 114 Removal of Concrete Pavement               | SY    | 74                 | \$12.00        | \$888.00    | \$10.00        | \$740.00    | \$7.00         | \$518.00    |
| 4. 202 130 Removal of Curb & Gutter                   | LF    | 60                 | \$10.00        | \$600.00    | \$10.00        | \$600.00    | \$9.00         | \$540.00    |
| 5. 202 132 Removal of Bituminous Surfacing            | SY    | 711                | \$7.00         | \$4,977.00  | \$10.00        | \$7,110.00  | \$9.00         | \$6,399.00  |
| 6. 202 174 Removal of Pipe all Types and Sizes        | LF    | 54                 | \$10.00        | \$540.00    | \$25.00        | \$1,350.00  | \$10.40        | \$561.60    |
| 7. 202 210 Removal of Manholes                        | EA    | 1                  | \$495.00       | \$495.00    | \$1,000.00     | \$1,000.00  | \$525.00       | \$525.00    |
| 8. 202 230 Removal of Inlets                          | EA    | 1                  | \$440.00       | \$440.00    | \$500.00       | \$500.00    | \$500.00       | \$500.00    |
| 9. 203 101 Common Excavation-Type A                   | CY    | 422.8              | \$16.00        | \$6,764.80  | \$10.00        | \$4,228.00  | \$21.00        | \$8,878.80  |
| 10. 203 109 Topsoil                                   | CY    | 135                | \$18.50        | \$2,497.50  | \$25.00        | \$3,375.00  | \$35.00        | \$4,725.00  |
| 11. 216 100 Water                                     | M GAL | 45                 | \$55.00        | \$2,475.00  | \$50.00        | \$2,250.00  | \$25.00        | \$1,125.00  |
| 12. 230 300 Subgrade Preparation-Type A               | STA   | 3                  | \$1,000.00     | \$3,000.00  | \$1,300.00     | \$3,900.00  | \$600.00       | \$1,800.00  |
| 13. 251 300 Seeding Class III                         | ACRE  | 0.13               | \$9,900.00     | \$1,287.00  | \$7,350.00     | \$955.50    | \$7,500.00     | \$975.00    |
| 14. 253 201 Hydraulic Mulch                           | ACRE  | 0.39               | \$2,860.00     | \$1,115.40  | \$5,750.00     | \$2,242.50  | \$5,800.00     | \$2,262.00  |
| 15. 260 200 Silt Fence Supported                      | LF    | 50                 | \$6.60         | \$330.00    | \$6.50         | \$325.00    | \$7.00         | \$350.00    |
| 38. 260 201 Remove Silt Fence Supported               | LF    | 50                 | \$3.30         | \$165.00    | \$2.20         | \$110.00    | \$2.00         | \$100.00    |
| 39. 261 112 Fiber Rolls 12in                          | LF    | 50                 | \$6.60         | \$330.00    | \$5.50         | \$275.00    | \$6.00         | \$300.00    |
| 40. 261 113 Remove Fiber Roll 12in                    | LF    | 50                 | \$3.30         | \$165.00    | \$2.20         | \$110.00    | \$2.00         | \$100.00    |
| 41. 302 50 Traffic Service Aggregate                  | TON   | 12                 | \$40.00        | \$480.00    | \$50.00        | \$600.00    | \$29.00        | \$348.00    |
| 42. 302 121 Aggregate Base Course CI 5                | CY    | 253                | \$43.50        | \$11,005.50 | \$44.00        | \$11,132.00 | \$50.00        | \$12,650.00 |
| 43. 430 42 Superpave FAA 42                           | TON   | 194                | \$90.00        | \$17,460.00 | \$96.00        | \$18,624.00 | \$84.00        | \$16,296.00 |
| 44. 702 100 Mobilization                              | L SUM | 1                  | \$9,000.00     | \$9,000.00  | \$12,500.00    | \$12,500.00 | \$12,000.00    | \$12,000.00 |
| 45. 704 100 Flagging                                  | MHR   | 40                 | \$40.00        | \$1,600.00  | \$45.00        | \$1,800.00  | \$40.00        | \$1,600.00  |
| 46. 704 1000 Traffic Control Signs                    | UNITS | 521                | \$1.65         | \$859.65    | \$1.60         | \$833.60    | \$1.60         | \$833.60    |
| 47. 704 1052 Type III Barricades                      | EA    | 2                  | \$220.00       | \$440.00    | \$220.00       | \$440.00    | \$100.00       | \$200.00    |
| 48. 704 1060 Delineator Drums                         | EA    | 25                 | \$20.90        | \$522.50    | \$20.00        | \$500.00    | \$30.00        | \$750.00    |
| 49. 708 1531 Inlet Protection - Fiber Roll 12in       | EA    | 4                  | \$115.50       | \$462.00    | \$80.00        | \$320.00    | \$100.00       | \$400.00    |
| 50. 708 1533 Removal Inlet Protection-Fiber Roll 12in | EA    | 4                  | \$33.00        | \$132.00    | \$25.00        | \$100.00    | \$25.00        | \$100.00    |
| 51. 708 1540 Inlet Protection - Special               | EA    | 3                  | \$165.00       | \$495.00    | \$200.00       | \$600.00    | \$225.00       | \$675.00    |

Street Improvement District No. 2250  
 Kensington Drive - Hidden Circle Connection  
 West Fargo ND  
 Project No. 20547  
 Bid Date: March 21, 2019

Northern Improvement Company  
 PO Box 2846  
 Fargo, ND 58108

Dakota Underground Company  
 4001 15th Ave NW  
 Fargo, ND 58102

Border States Paving  
 PO Box 2586  
 Fargo, ND 58108

| BID ITEM NO. & DESCRIPTION                                     | UNIT  | ESTIMATED QUANTITY | BID UNIT PRICE | BID PRICE           | BID UNIT PRICE      | BID PRICE           | BID UNIT PRICE | BID PRICE   |
|--|-------|--------------------|----------------|---------------------|---------------------|---------------------|----------------|-------------|
| 52. 708 1541 Remove Inlet Protection-Special                   | EA    | 3                  | \$33.00        | \$99.00             | \$25.00             | \$75.00             | \$25.00        | \$75.00     |
| 53. 709 151 Geosynthetic Material Type R1                      | SY    | 857                | \$1.75         | \$1,499.75          | \$2.00              | \$1,714.00          | \$2.00         | \$1,714.00  |
| 54. 714 210 Pipe Conc Reinf 15in CI III-Storm Drain            | LF    | 106                | \$38.50        | \$4,081.00          | \$55.00             | \$5,830.00          | \$40.00        | \$4,240.00  |
| 55. 714 310 Pipe Conc Reinf 18in CI III-Storm Drain            | LF    | 39                 | \$44.00        | \$1,716.00          | \$105.00            | \$4,095.00          | \$46.00        | \$1,794.00  |
| 56. 714 9696 Edgedrain Non Permeable Base                      | LF    | 156                | \$12.00        | \$1,872.00          | \$7.00              | \$1,092.00          | \$9.00         | \$1,404.00  |
| 57. 722 100 Manhole 48in                                       | EA    | 2                  | \$1,650.00     | \$3,300.00          | \$4,200.00          | \$8,400.00          | \$1,600.00     | \$3,200.00  |
| 58. 722 1100 Manhole Riser 48in                                | LF    | 11.4               | \$300.00       | \$3,420.00          | \$213.00            | \$2,428.20          | \$325.00       | \$3,705.00  |
| 59. 722 3510 Inlet-Type 2                                      | EA    | 1                  | \$3,180.00     | \$3,180.00          | \$3,400.00          | \$3,400.00          | \$3,100.00     | \$3,100.00  |
| 60. 722 4000 Inlet Catch Basin-Type A                          | EA    | 2                  | \$1,980.00     | \$3,960.00          | \$2,200.00          | \$4,400.00          | \$2,000.00     | \$4,000.00  |
| 61. 722 6248 Adjust 3in Watermain                              | EA    | 1                  | \$1,650.00     | \$1,650.00          | \$1,000.00          | \$1,000.00          | \$1,700.00     | \$1,700.00  |
| 62. 724 1035 Sprinkler Relocation                              | L SUM | 1                  | \$1,750.00     | \$1,750.00          | \$1,500.00          | \$1,500.00          | \$3,000.00     | \$3,000.00  |
| 63. 748 190 Curb & Gutter-Type I 30in                          | LF    | 162                | \$35.00        | \$5,670.00          | \$28.00             | \$4,536.00          | \$43.00        | \$6,966.00  |
| 64. 750 1016 Driveway Concrete 6in Reinforced                  | SY    | 157                | \$60.00        | \$9,420.00          | \$55.00             | \$8,635.00          | \$82.00        | \$12,874.00 |
| 65. 754 110 Flat Sheet For Signs - Type XI Reflective Sheeting | SF    | 5.2                | \$29.70        | \$154.44            | \$28.50             | \$148.20            | \$22.00        | \$114.40    |
| 66. 754 112 Flat Sheet For Signs - Type IV Reflective Sheeting | SF    | 9                  | \$28.60        | \$257.40            | \$27.50             | \$247.50            | \$20.00        | \$180.00    |
| 67. 754 206 Steel Galv Posts - Telescoping Perforated Tube     | LF    | 14                 | \$27.50        | \$385.00            | \$26.50             | \$371.00            | \$28.00        | \$392.00    |
| 68. 754 592 Reset Sign Panel                                   | EA    | 1                  | \$71.50        | \$71.50             | \$70.00             | \$70.00             | \$55.00        | \$55.00     |
| 69. 766 100 Mailbox-All Types                                  | EA    | 3                  | \$450.00       | \$1,350.00          | \$150.00            | \$450.00            | \$550.00       | \$1,650.00  |
| 70. 770 3 Lighting System A                                    | EA    | 1                  | \$15,200.00    | \$15,200.00         | \$14,500.00         | \$14,500.00         | \$14,500.00    | \$14,500.00 |
| 71. 970 1 Landscaping Appurtenances                            | L SUM | 1                  | \$1,300.00     | \$1,300.00          | \$2,940.00          | \$2,940.00          | \$3,200.00     | \$3,200.00  |
| 72. 970 9 Landscape Preparation                                | ACRE  | 1                  | \$460.00       | \$276.00            | \$1,600.00          | \$960.00            | \$1,800.00     | \$1,080.00  |
| 73. 970 105 Herbicide Weed Control                             | SF    | 1,300              | \$0.22         | \$286.00            | \$0.53              | \$689.00            | \$0.55         | \$715.00    |
| <b>TOTAL OF ALL BID PRICES</b>                                 |       |                    |                | <b>\$130,799.44</b> | <b>\$146,201.50</b> | <b>\$146,670.40</b> |                |             |

## NOTICE OF AWARD

---

Date of Issuance:

Owner: City of West Fargo

Owner's Contract No.:

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 20547

Project: Kensington Drive - Hidden Circle Connection Contract Name: Street Improvement District No. 2250

Bidder: Northern Improvement Company

Bidder's Address: PO Box 2846, Fargo, ND 58108-2846

### TO BIDDER:

You are notified that Owner has accepted your Bid dated March 21, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Street Improvement District No. 2250.

The Contract Price of the awarded Contract is: \$130,799.44

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and three copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

---

Owner: City of West Fargo

\_\_\_\_\_  
Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

OFFICE USE:

AGENDA ITEM # 14

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **April 1, 2019**

**\*\* Proposed "Consent" or "Regular" Item? Regular \*\***

3. DESCRIPTION OF REQUEST:
  - Review Petition for Improvements to serve Eaglewood 7<sup>th</sup> Addition
  - Review map and legal description for the creation of an improvement district, which is to be designated as "Sewer, Water, Storm and Street Improvement District No. 1322"
  - Review Engineer's Report for Sewer, Water, Storm and Street Improvement District No. 1322, prepared by Moore Engineering as directed and reviewed by Dustin T. Scott, City Engineer.
4. LOCATION (address; legal; etc.):
  - Eaglewood 7<sup>th</sup> Addition
5. ACTION(S) REQUESTED:
  1. Approve the creation of "Sewer, Water, Storm and Street Improvement District No. 1322" (*pursuant to N.D.C.C. 40-22-08 & 40-22-09*).
  2. Direct the Engineer to prepare Engineer's Report for "Sewer, Water, Storm and Street Improvement District No. 1322" (*pursuant to N.D.C.C. 40-22-10*).
  3. Approve the Engineer's Report and direct the Engineer to prepare detailed plans and specifications for the construction of "Sewer, Water, Storm and Street Improvement District No. 1322" (*pursuant to N.D.C.C. 40-22-11*).

I/ we Westwood Development, LLC are the legal and equitable owners of the following described property, to-wit:

Eaglewood Seventh Addition (all lots and blocks)

(hereinafter the "**Property**")

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter, Asphalt Pavement, Street Lights and Incidentals for ALL of the platted area in Eaglewood Seventh Addition (hereinafter the "**Improvements**")

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

*I/We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against my/our Property and hereby agree to pay the entire cost as levied and apportioned by the city.*

Dated this 26 day of February, 2019.

OWNERS:



\_\_\_\_\_  
Kevin Christianson

\_\_\_\_\_  
President

\_\_\_\_\_  
Westwood Development, LLC

**This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.**

**Wheeler McCartney, PC**  
**Attorneys and Counselors at Law**

Lisa J. Wheeler  
Dane McCartney  
dane@thetitlecompany.com  
Post Office Box 2194  
Fargo, North Dakota 58108-2194  
(701)232-2653  
Fax (701)232-7340

August 20, 2018

The City of West Fargo

RE: CASS COUNTY ABSTRACT NO. 3044  
PRELIMINARY OPINION

Pursuant to your request, I have examined Abstract of Title No. 3044 which has been certified to August 9, 2018 at 6:59 a.m., covering the following described real estate:

The South Half of Section Nineteen, Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, LYING WEST of Cass County Highway 17, EXCEPTING THEREFROM the following seven tracts:  
EXCEPTED TRACT 1: Beginning at the Southwest corner of the Southwest Quarter of Section Nineteen, Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota; thence North  $01^{\circ}55'22''$  West along the West line of said Southwest Quarter for a distance of 2648.83 feet to the Northwest corner of said Southwest Quarter; thence North  $87^{\circ}43'15''$  East along the North line of said Southwest Quarter for a distance of 376.94 feet; thence South  $01^{\circ}55'22''$  East for a distance of 118.61 feet; thence South  $88^{\circ}04'38''$  West for a distance of 25.00 feet; thence South  $01^{\circ}55'22''$  East for a distance of 1822.28 feet; thence Southeasterly along a curve to the left ( $\theta=05^{\circ}35'24''$ ,  $R=1290.00'$ ) for an arc distance of 125.86 feet; thence North  $82^{\circ}29'14''$  East for a distance of 15.00 feet; thence South  $07^{\circ}30'46''$  East for a distance of 140.97 feet; thence Southeasterly along a curve to the right ( $\theta=03^{\circ}35'24''$ ,  $R=1725.00'$ ) for an arc distance of 168.30 feet; thence South  $01^{\circ}55'22''$  East for a distance of 151.09 feet; thence South  $89^{\circ}47'38''$  East for a distance of 449.77 feet; thence South  $02^{\circ}15'37''$  East for a distance of 105.00 feet to a point on the South line of the Southwest Quarter of said Section Nineteen; thence South  $87^{\circ}44'23''$  West along the South line of said Southwest Quarter for a distance of 845.00 feet to the point of beginning; EXCEPTED TRACT 2: All that portion thereof platted as Eagle Run Twelfth Addition to the City of West Fargo, Cass County, North Dakota; EXCEPTED TRACT 3: All that portion thereof platted as Eaglewood First Addition to the City of West Fargo, Cass

County, North Dakota; And EXCEPTED TRACT 4: All that portion thereof platted as Eaglewood Second Addition to the City of West Fargo, Cass County, North Dakota; EXCEPTED TRACT 5: All that portion thereof platted as Eaglewood Third Addition to the City of West Fargo, Cass County, North Dakota; EXCEPTED TRACT 6: All that portion thereof platted as Eaglewood Fourth Addition to the City of West Fargo, Cass County, North Dakota; AND EXCEPTED TRACT 7: All that portion thereof platted as Eaglewood Fifth Addition to the City of West Fargo, Cass County, North Dakota

From my examination, I am of the opinion that record title to said property is in the name of Westwood Development, LLC, as to the legal descriptions contained in deeds recorded as document #1290441 and #1282490 and appear at entries 148 and 153, LESS Eaglewood First Addition, Eaglewood Second Addition, Eaglewood Third Addition, Eaglewood Fourth Addition and Eaglewood Fifth Addition; AND Heiden Family LLLP, as to that part of the Southeast Quarter lying West of Highway 17, LESS Eagle Run 12<sup>th</sup> Addition, and subject to the following liens, defects, and exceptions:

1. I have not examined any court actions involved in this title and to the extent the same exist, their regularity is presumed.
2. This opinion does not cover oil, gas, and other minerals which have been severed from the surface by conveyances to third parties or reserved by prior grantors in the chain of title.
3. Right of Way Deed in favor of Cass County recorded February 11, 1908 at 11:00 a.m. in Book 86 of Deeds, page 49 as document #50554 and more fully appears at entry 37.
4. Right of Way Deed in favor of Cass County recorded April 22, 1927 at 1:25 p.m. in Book 136 of Deeds, page 459 as document #156838 and more fully appears at entry 62.
5. County Road Easement in favor of Cass County recorded April 27, 1954 at 3:08 p.m. in Book K-2 of Misc., page 519 as document #314099 and more fully appears at entry 78.
6. Easement in favor of Northern State Power Company recorded May 9, 1955 at 8:02 a.m. in Book P-2 of Misc., page 179 as document #321744 and more fully appears at entry 79.
7. Easement in favor of City of Moorhead recorded June 22, 1956 at 1:33 p.m. in Book T-2 of Misc., page 634 as document #330563 and more fully appears at entry 80.
8. Right of Way Easement in favor of Cass County recorded October 28, 1975 at 8:05 a.m. in Book S-6 of Misc., page 620 as document #494993 and more fully appears at entry 95.

9. Right of Way Easement in favor of Cass County recorded October 28, 1975 at 8:06 a.m. in Book S-6 of Misc., page 621 as document #494994 and more fully appears at entry 96.
10. Right of Way Easement in favor of Northwestern Bell Telephone Company recorded August 3, 1977 at 8:37 a.m. in Book N-7 of Misc., page 224 as document #522793 and more fully appears at entry 97.
11. Right of Way Easement in favor of Cass County Electric Cooperative, Inc. recorded January 25, 1984 at 1:32 p.m. in Book S-9 of Misc., page 333 as document #610275 and more fully appears at entry 110.
12. Right of Way Plat recorded September 15, 1993 at 11:15 a.m. as document #792679 and more fully appears at entry 114.
13. Right of Way Deed in favor of County of Cass recorded September 15, 1993 at 11:15 a.m. as document #792682 and more fully appears at entry 115.
14. Right of Way Deed in favor of County of Cass recorded September 15, 1993 at 11:15 a.m. as document #792684 and more fully appears at entry 117.
15. Easement in favor of City of West Fargo recorded May 31, 2002 at 8:00 a.m. as document #1017468 and more fully appears at entry 123.
16. Deed in favor of Southeast Cass Water Resource District recorded August 29, 1990 at 3:54 p.m. as document #724928 and more fully appears at entry 124.
17. Easement in favor of Southeast Cass Water Resource District recorded August 29, 1990 at 3:55 p.m. as document #724929 and more fully appears at entry 125.
18. Easement in favor of City of West Fargo recorded November 10, 2004 at 8:00 a.m. as document #1121612 and more fully appears at entry 131.
19. Easement in favor of the City of West Fargo recorded October 17, 2006 at 8:00 a.m. as document #1184942 and more fully appears at entry 140.
20. Easement in favor of the City of West Fargo recorded November 16, 2006 at 8:00 a.m. as document #1187496 and more fully appears at entry 141.
21. Taxes for the year 2017 are shown as paid.

No search has been made for financing statements filed pursuant to the Uniform Commercial Code.

This opinion is based upon an examination of the abstract only and the court files of any proceedings that may appear, such as foreclosure, quiet title actions, probate proceedings or tax sales have not been examined. As stated, according to the abstract there appear to be none.

You must satisfy yourself by survey or other proper investigation that all buildings or other improvements located upon the above captioned property lie within the boundaries of the real estate described in this abstract.

You are charged with notice of the rights of persons in possession of the premises as well as easements, encroachments and the like which, though not appearing of record, are capable of ascertainment through inspection or survey.

No opinion is rendered as to the presence or absence of asbestos, radon gas or any other environmentally dangerous product or substance. Additionally, no opinion is rendered as to the adequacy or inadequacy of any sewer or septic system which may service the property as to its compliance with any applicable ordinances or regulations.

Information relative to zoning restrictions is beyond the scope of this opinion, but may be obtained from the building inspector of the municipality in which the property is located.

Mechanic's liens must be filed for record within ninety days in North Dakota or one hundred twenty days in Minnesota after improvements or construction on the premises have been accomplished. Therefore, if there have been any recent improvements, the possibility exists that liens for such work may yet be filed although they do not appear in the abstract at this time. In North Dakota, failure to file a mechanic's lien within the ninety day period does not defeat the lien except as against purchasers or encumbrances in good faith and for value whose rights accrue after the ninety days and before any claim for the lien is filed. In Minnesota, the lien must be filed for record within the one hundred twenty day period. In either state, however, you should satisfy yourself that there has been no labor performed or material furnished which would subject the property to mechanic's liens or, if so, that the same have been fully paid.

Special assessments are not usually shown in abstracts until they have been extended in the tax lists by the County Auditor. Consequently, it is possible for property to be subject to special assessments which do not appear in the abstract. If local improvements have recently been made, inquiry should be made as to special assessments of the county or city (municipal) auditor involved.

This opinion is based upon the assumption that any and all requirements of municipal, state and federal laws and regulations have been duly complied with and no independent review of such compliance has been made or undertaken by this examiner.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dane McCartney".

Dane McCartney  
Attorney

ACTION IN WRITING BY THE ORGANIZER  
OF  
WESTWOOD DEVELOPMENT, LLC

The undersigned, being the Organizer of Westwood Development, LLC, a North Dakota limited liability company, does hereby authorize, consent to and approve the following action and resolution, by authorizing the same in writing, signed by the undersigned as Organizer of said corporation:

1. Election of Governors. The following persons be, and they hereby are, elected as members of the first Board of Governors of Westwood Development, LLC to serve until their successors have been duly elected and shall qualify:

James R. Bullis, Governor  
Kevin L. Christianson, Governor  
William J. Wiemann, Governor

2. Effective Date. This Action in Writing and the resolutions contained herein shall be effective as of April 29, 2009.

IN WITNESS WHEREOF, I have hereto set my hand to be effective as of the date stated in the immediately preceding resolution.

  
James R. Bullis, Organizer

ACTION IN WRITING BY THE GOVERNORS

OF

WESTWOOD DEVELOPMENT, LLC

The undersigned, being all of the governors of Westwood Development, LLC, a North Dakota limited liability company, subject to Chapter 10-32 of the North Dakota Century Code, do hereby adopt in writing the following resolutions:

1. Articles of Organization. The Secretary of this Company is hereby instructed to cause the following documents to be filed with the records of this Company:

- a. Articles of Organization filed in the office of the Secretary of State of the State of North Dakota.
- b. Certificate of Organization issued by the Secretary of State of the State of North Dakota.

2. Operating Agreement. The form of Operating Agreement attached hereto as Exhibit A is hereby approved, ratified and adopted as the Operating Agreement of the Company and the Secretary of this Company is hereby instructed to cause the same to be inserted in the minute book of this Company and a copy of such Agreement to be attached to these minutes.

3. Company Seal. The Company shall have no seal.

4. Required Records. In compliance with Chapter 10-32 of the North Dakota Century Code, this Company shall keep at its principal executive office the original or copies of all Required Records.

5. Election of Officers. The following named persons are hereby elected to the offices of this Company set forth opposite their respective names below:

Kevin L. Christianson, President  
James R. Bullis, Secretary/Treasurer

6. Capital Contributions. Those persons identified in the Member Control Agreement shall become members of the Company and shall own the Membership Interest set forth in the Member Control Agreement upon execution and transfer to the Company of the consideration described therein.

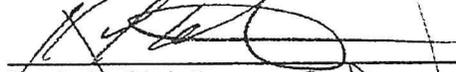
7. Bank Authorization and Resolutions. The Company authorization

resolutions attached hereto as Exhibit C designating the bank identified therein as a depository of the Company are hereby adopted.

8. Fiscal Year. This Company shall keep its financial and tax records on the basis of a fiscal year ending December 31st.

9. Effective Date. The action contained herein shall be effective as of November 1, 2009.

  
\_\_\_\_\_  
James R. Bullis, Governor

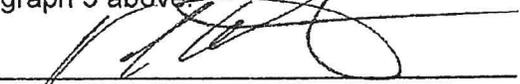
  
\_\_\_\_\_  
Kevin L. Christianson, Governor

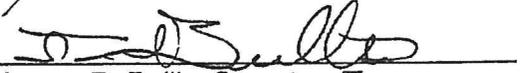
  
\_\_\_\_\_  
William J. Wiemann, Governor

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**OFFICER'S ACCEPTANCE OF APPOINTMENT**

The undersigned hereby accept appointment as an officer of Westwood Development, LLC as designated in paragraph 5 above.

  
\_\_\_\_\_  
Kevin L. Christianson, President

  
\_\_\_\_\_  
James R. Bullis, Secretary/Treasurer

ACTION IN WRITING BY THE MEMBERS  
OF  
WESTWOOD DEVELOPMENT, LLC

The undersigned, being the Members of Westwood Development, LLC pursuant to Chapter 10-32 of the North Dakota Century Code and the Operating Agreement of this Company, do hereby adopt the following resolutions by this Action in Writing, such Action and the resolutions contained herein to have the same force and effect as if taken at a meeting of the Members duly called and held for such purposes:

1. Articles of Organization. The Articles of Organization of the Company, a copy of which is attached hereto as Exhibit A be, and the same hereby are, approved, ratified and adopted in all respects and shall be permanently filed by the Secretary in the Minute Book of the Company.

2. Operating Agreement. The Operating Agreement, a copy of which is attached hereto as Exhibit B be, and the same hereby are, approved, ratified and adopted as the Operating Agreement of this Company and shall be permanently filed by the Secretary in the Minute Book of the Company.

3. Election of Governors. The following persons be, and they hereby are, elected as the members of the Board of Governors of the Company, who shall hold office until their successors have been elected and shall duly qualify:

- James R. Bullis
- Kevin L. Christianson
- William J. Wiemann

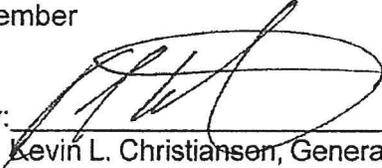
The Action in Writing of the First Board of Governors of the Company and all resolutions therein adopted are hereby approved, ratified and adopted in all respects.

4. Prior Acts. All actions of the Organizer of this Company and the Managers and Governors of the Company which were taken or adopted prior to the date of this Action in Writing of the Members of this Company be, and the same hereby are, approved, ratified and accepted in all respects.

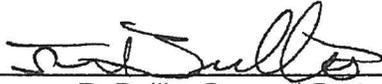
5. Effective Date. This Action in Writing and the resolutions contained herein shall be effective as of November 1, 2009.

IN WITNESS WHEREOF, I have hereto set my hand to be effective as of the date stated in the immediately preceding resolution.

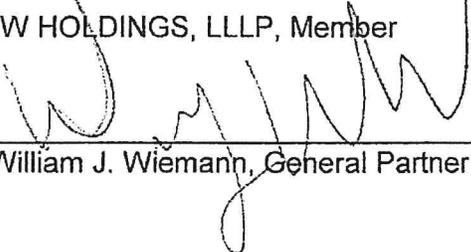
CHRISTIANSON HOLDINGS, LLLP,  
Member

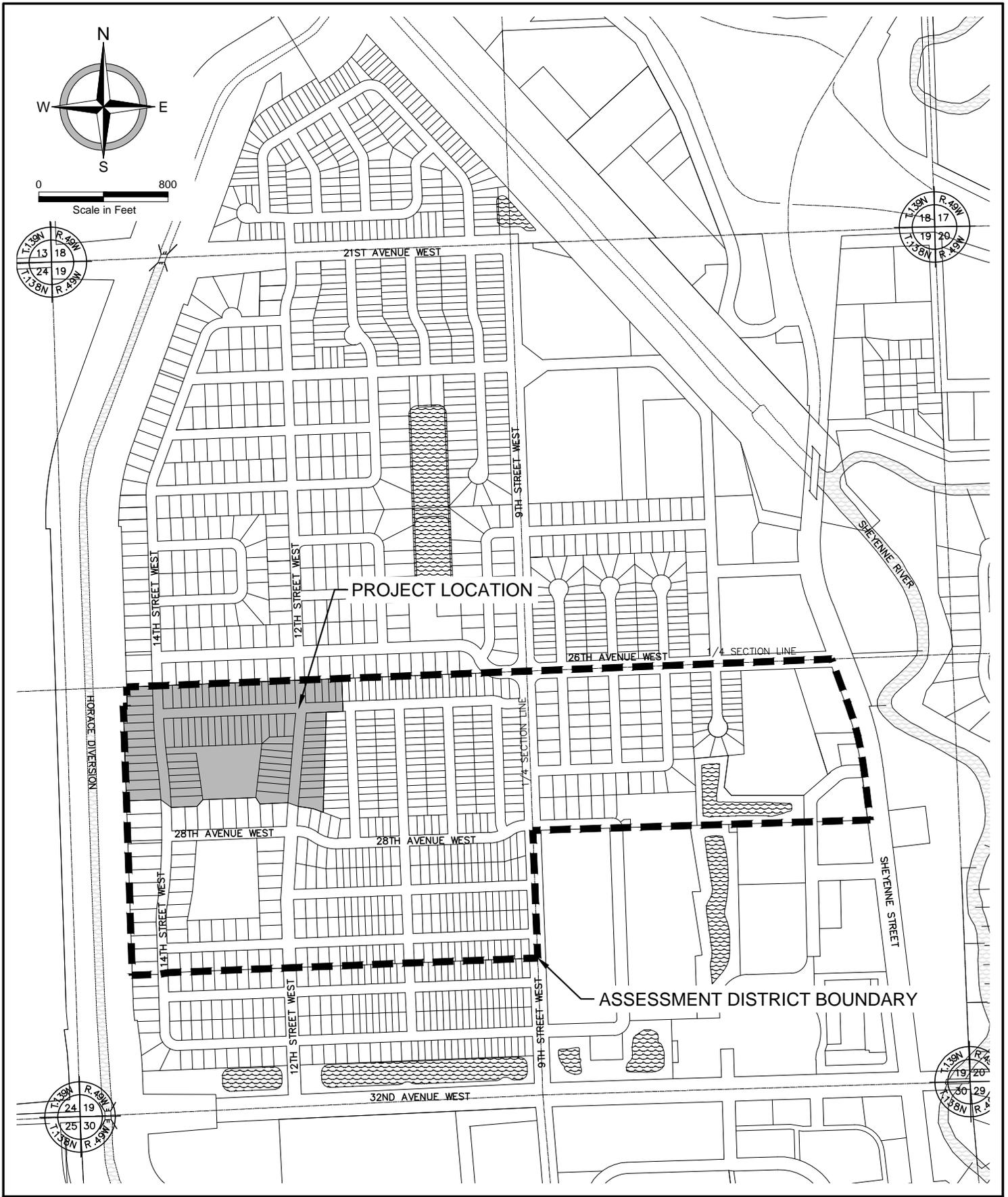
By:   
Kevin L. Christiansen, General Partner

JAMES AND KRISTEN BULLIS FAMILY,  
LLLP, Member

By:   
James R. Bullis, General Partner

WJW HOLDINGS, LLLP, Member

By:   
William J. Wiemann, General Partner



IMPROVEMENT DISTRICT MAP  
 SEWER, WATER, STORM AND STREET  
 IMPROVEMENT DISTRICT NO. 1322  
 EAGLEWOOD 7TH ADDITION  
 WEST FARGO, NORTH DAKOTA

PROJECT No. 20476A  
 DATE: 03.07.19  
 REVISED: -  
 DRAWN BY: AJS  
 CHECKED BY: -



#20476A  
3/28/19

**WEST FARGO SEWER, WATER, STORM & STREET IMP. DIST. #1322:**  
**ASSESSMENT DISTRICT DESCRIPTION:**

THAT PART OF THE SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF EAGLE RUN 12TH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA;

THENCE WEST ALONG THE NORTH LINE OF SAID EAGLE RUN 12TH ADDITION TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19;

THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO THE NORTHEAST CORNER OF EAGLEWOOD FIRST ADDITION TO THE CITY OF WEST FARGO;

THENCE WEST ALONG THE NORTH LINE OF SAID EAGLEWOOD FIRST ADDITION TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE HORACE DIVERSION;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19;

THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SHEYENNE STREET IN THE CITY OF WEST FARGO;

THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SHEYENNE STREET TO THE NORTHEAST CORNER OF SAID EAGLE RUN 12<sup>TH</sup> ADDITION, THE POINT OF BEGINNING.

# City of West Fargo, North Dakota

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## *Sewer, Water, Storm and Street Improvement*

### *District No. 1322*

### *Eaglewood 7<sup>th</sup> Addition*

### *Engineer's Report*

This document was originally issued and sealed by Matthew W. Welle, Registration No. PE-9494, on 03/28/2019 and the original document is stored at Moore Engineering, Inc., West Fargo, N.D.



March 2019  
Project No. 20476A

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### APPENDIX A

- Exhibit 1: Vicinity Map
- Exhibit 2: Preliminary Plat
- Exhibit 3: Existing City Infrastructure
- Exhibit 4: Regional Retention Summary
- Exhibit 5: Engineer’s Opinion of Probable Cost
- Exhibit 6: Preliminary Special Assessment Allocations

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## 1. INTRODUCTION

The City of West Fargo, North Dakota (“City”) received a petition for improvements (“Improvements”) for the proposed plat Eaglewood 7<sup>th</sup> Addition (“Property”) (see Appendix A) on February 26, 2019. The Improvements were requested from the owners of the Property, Westwood Development, LLC (“Developer”). The Improvements consist of City infrastructure to service the Property. The purpose of this preliminary engineer’s report is to establish the general nature, purpose, and feasibility of the proposed Improvements as well as estimate the probable costs of the Improvements. Additionally, this report will indicate the existing conditions of the Property; Improvement alternatives; evaluations of the alternatives; recommendations for the proposed Improvements; and funding related to the Improvements and prior City improvements associated with the Property.

## 2. EXISTING CONDITIONS

### *2.1. Land Use*

The Property is currently used for agriculture, however, it is part of a master plan to be developed for residential use. The Property appears to be the remaining portion of unplatted property in the Eaglewood development, completing the platting of the master plan. The Property is adjacent to existing residential developments on the north, east and south. On the west side of the Property is Southeast Cass Water Resource District (“SE Cass”) property which contains the Horace to West Fargo Diversion (“Diversion”).

### *2.2. Main City Infrastructure*

There are five (5) locations where City right-of-way abuts the Property (see Appendix A). These include 27<sup>th</sup> Avenue West from the east, 12<sup>th</sup> Street West from the north and south, and 14<sup>th</sup> Street West from the north and south. At each of these locations, based on City Record Drawings, City Infrastructure is available to connect onto to service the Property. The City Infrastructure includes, but is not limited to, the following:

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### **2.2.1. Sanitary Sewer**

Gravity sanitary sewer (8 inch PVC) is available to serve the property at each of the each of the five (5) City right-of-way locations. The existing gravity sanitary sewer system conveys flows to the existing sanitary sewer lift station (SA 34), which was master planned to service this Property and it is assumed to have adequate capacity. This lift station discharges into a gravity interceptor line which conveys flows to the South Regional Lift Station (SA 27). This regional lift then pumps the flow north to the City's Lagoon wastewater system.

### **2.2.2. Watermain**

Potable water is available to serve the Property from the north (8 inch watermain) and south (10 inch watermain) along 12<sup>th</sup> Street West, from the north (8 inch watermain) and south (8 inch watermain) along 14<sup>th</sup> Street West and from the east (8 inch watermain) at 27<sup>th</sup> Avenue West. These connection points are part of the City's overall potable water system. The water storage and pressures in this area are regionally provided mainly by the tower on 40<sup>th</sup> Avenue West (WT-5) and eventually the tower (currently under construction) near 9<sup>th</sup> Street West & 22<sup>nd</sup> Avenue West (WT-7), which collectively provides water pressures in excess of 4,000 gpm (and 50 psi) meeting the required fire demands.

### **2.2.3. Storm Sewer**

The Property is relatively flat and currently drains via sheet flow to the perimeters of the Property. Gravity storm sewer is available to serve the property at each of the five (5) City right-of-way locations vary in sizes ranging from 18 inch to 42 inch RCP. Additionally, there are about seven (7) storm sewer easement locations where existing gravity storm sewers are provided in vary sizes ranging from 12 inch to 15 inch servicing the Property. This existing gravity storm sewer system flows east to the existing storm sewer lift station (SM 61), which then discharges into the Sheyenne River. This lift station was master planned to service this Property and it is assumed to have adequate capacity.

Regional stormwater retention is master planned to be provided for the 268 Acre development, which consists of single family residential, multi-family residential and commercial properties. Currently, 2.72 million cubic feet are provided for the area. The adjacent arterial street corridors of 32<sup>nd</sup> Avenue West and Sheyenne Street also appear to have been accounted for as areas

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covered in the regional retention. It is assumed all of these areas adequately drain to the regional retention system to effectively utilize this retention. Additionally, based on the Sheyenne Street Reconstruction Storm Sewer Report prepared for the NDDOT (dated April 2, 2018), it appears some of the properties between Sheyenne Street and the Sheyenne River drainage into this corridor and storm water system. Based on the City's Stormwater Retention Requirements Table dated March 2, 2006, in order to provide adequate regional retention relative to the zoning or 'General Class' relative to the impervious areas, additional regional retention is needed for this area (See Appendix A).

#### **2.2.4. Street**

At each of the five (5) locations there is an existing local street with the intent to provide access to the Property. This existing street system joins to the collector street system within the development, which also connects to the arterial street system of the City.

#### **2.3. General Items**

In addition to the Main City Infrastructure components as mentioned, there are also general infrastructure items adjacent to the Property. These items include Cluster Box Units for mail delivery, LED street lighting, street signage, stabilization and other miscellaneous items.

### **3. NEED FOR IMPROVEMENTS**

The Developer is petitioning for Improvements to develop the Property. Completion of the Improvements would eliminate the 'dead-end' facilities that exist to date. The Improvements would complete the City infrastructure systems in this development, thereby providing a benefit in serving the area, especially for the watermain and street systems, which greatly benefit from a completed and 'looped' system. The Improvements are also needed to service the proposed residential properties within the Property to allow construction of homes.

### **4. ALTERNATIVES CONSIDERED**

#### **4.1. DEVELOPER REQUESTED AMENITIES & ALTERNATIVES**

None at this time.

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## **4.2. CITY INFRASTRUCTURE ALTERNATIVES**

No alternatives were considered for the City Infrastructure Improvements (sanitary sewer, water main, storm sewer, streets or general items) or for the regional retention pond. However, three alternatives were determined and analyzed regarding grading and drainage along the western edge of the Property adjacent to the Diversion owned by SE Cass. A brief summary of each 'West Grading' alternative is as follows.

### **4.2.1. ALTERNATIVE 1 – West Grading – Match Existing Drainage**

The first alternative has the least impacts during construction and would consist of matching into the existing ground elevations along the western Property line. Construction would not need to occur on the adjacent Property, thus would likely require storm sewer and drainage swales within a storm sewer/drainage easement 5 to 10 feet from this adjoining property line within the Property.

### **4.2.2. ALTERNATIVE 2 – West Grading – Modify Property Line Drainage**

The second alternative requires construction activity that would impact the adjacent SE Cass property, thus requiring approval from SE Cass and likely a federal Section 408 permit ("Permit") from the United States Army Corps of Engineers ("USACE"). This Permit is required when modifications are made to a federal project, which this alternate would likely be doing. This alternate would require grading modifications to the existing ditch that runs along the adjoining property line on SE Cass property. This alternative would likely require additional earthen fill in this area. Although, the required fill could likely be provided from the excavation of the storm water retention pond on the Property, which would produce excess fill material. The Permit process is estimated to take at least 120 days which could have scheduling impacts to the installation of Improvements.

### **4.2.3. ALTERNATIVE 3 – West Grading – Fill the SE Cass Ditch**

The final alternative requires construction activity that would also impact the adjacent SE Cass property, thus requiring approval from SE Cass and a Permit. This alternate would require grading modifications including filling the existing ditch that runs along the adjoining property line on SE Cass property. The existing ditch would be filled and graded in a manner that would

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look similar to a residential yard similar to other properties in the developed area. This alternative would require the most earthen fill of all the alternatives. The amount of fill required is unknown at this time, but could likely utilize the fill generated from the excavation of the storm water retention pond and potentially some import fill. The Permit process is estimated to take at least 120 days which could have scheduling impacts to the installation of Improvements.

## **5. EVALUATION OF ALTERNATIVES**

One of the three 'West Grading' alternatives will need to be selected to complete the Improvements.

Alternate 1 – The alternative to Match Existing Drainage is the least impactful during construction as well as the least expensive construction cost. However, with this alternative, there is potential for standing water within the ditch or swale which could be a nuisance to the City and residents.

Furthermore, this alternate requires additional easements on the Property to accommodate a swale, limiting portions of the Property for full use.

Alternate 2 – The alternative to Modify Property Line Drainage would improve drainage but would have additional construction costs to fill and grade the SE Cass ditch. However, due to the amount of fill material produced from the storm water retention pond excavation, it is likely that there would be excess material to be exported from the Property. Additionally, this alternate would require federal approval and obtaining a Permit which could cause scheduling impacts or delays to the installation of Improvement.

Alternate 3 – The alternative to Fill the SE Cass Ditch would improve drainage consistent with most of the developed property along the Diversion. This alternative also acts as a more long term solution by mitigating the maintenance and nuisance factors of an exposed ditch near residential properties. This alternate would have additional construction costs to fill and grade the ditch, however, due to the anticipated surplus material from the storm water retention pond excavation, it is likely the amount of material needed to be exported would be reduced. Lastly, this alternate would require federal approval and obtaining a Permit which could cause scheduling impacts or delays to the installation of Improvement, but it is anticipated this Permit would be received.

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## 6. RECOMMENDED ALTERNATIVE

When evaluating which alternative would be the best solution for the City of West Fargo, based on feasibility of timing, cost and previous solutions to this matter, it is recommended that Alternative 3 (Fill the SE Cass Ditch) would be the best alternative to meet the needs of the City and Property. This alternative would be consistent with other development in this area, utilize excess material generated from the retention pond excavation, and provide a more long term drainage solution by utilizing storm sewer to eliminate the potentials of standing water in ditches or swales.

## 7. PROPOSED IMPROVEMENTS

The proposed Improvements are summarized as follows:

- Local Infrastructure
  - Main City Infrastructure
    - 8 inch gravity sanitary sewer mains and 6 inch services to all lots within the Property
    - 8 inch water mains and 1 inch services to all lots within the Property
    - Fire Hydrants to assist with fire protection of the Property
    - Various sized storm sewer to accommodate drainage of the Property, requiring storm water easements when outside of existing right-of-way
    - Local asphalt streets with curb & gutter
    - Sidewalks
  - General Items
    - LED street lighting
    - Mailbox receptacles
    - Street signage
- Regional Infrastructure
  - Storm water retention pond, providing approximately 800,000 cubic feet of storage to maximize the parcel as shown on the proposed preliminary plat. This volume will provide adequate storage to meet the remaining regional retention needs of the area under current City Standards and requirements.
  - Filling the SE Cass Ditch and drainage improvements along the Diversion
- Right-of-way

- 
- Right-of-way or easements are not anticipated beyond what is proposed on the current plat other than storm sewer easements along the residential property lines within the Property to provide adequate drainage

Upon completion of the Improvements, the necessary City Infrastructure will be provided to service the Property for residential use as well as the overall development for the regional infrastructure. Furthermore, the City's Infrastructures systems will be complete in this area. The total cost of the project to install the Improvements is estimated to be \$2,533,000. The Engineer's Opinion of Probable Cost can be found in Appendix A.

## **8. FUNDING**

The Improvements are intended to be funded through the special assessment district 'Sewer, Water, Storm and Street Improvement District No. 1322.' Below is a summary of special assessments relating to the Property.

### ***8.1. EXISTING SPECIAL ASSESSMENTS***

The Property currently has \$994,991.21 of existing special assessments from the following special assessment districts:

- District 1196 – Eagle Run 12<sup>th</sup> – Phase 2 - \$2,461.71
- District 1249 – Brooks Harbor 1<sup>st</sup> Addition - \$99,796.01
- District 1251 – Eaglewood 2<sup>nd</sup> Addition - \$228,176.09
- District 1281 – Eaglewood 3<sup>rd</sup> Addition - \$9,818.00
- District 1285 – Eaglewood 4<sup>th</sup> Addition - \$82,222.43
- District 1294 – Eaglewood 5<sup>th</sup> Addition - \$35,085.75
- District 2182 – County Road 17 Improvements - \$1,776.70
- District 2193 – 32<sup>nd</sup> Avenue – 9<sup>th</sup> Street to Sheyenne Street - \$1,093.12
- District 2228 – 9<sup>th</sup> Street West – 23<sup>rd</sup> to 30<sup>th</sup> Avenue - \$84,397.47
- District 2233 – 32<sup>nd</sup> & 40<sup>th</sup> Avenues – East of Sheyenne Street - \$83,586.54
- District 2239 – 32<sup>nd</sup> & 40<sup>th</sup> Avenues – West of Sheyenne Street - \$86,836.97
- District 4044 – South Section 19 Storm Lift Station - \$279,740.42

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When a property is subdivided and the plat is recorded, the existing special assessment balance is redistributed over the new parcels as directed by the City Engineer. The estimated redistribution of existing special assessment balance per lot ranges from \$10,000 to \$15,000 based on the 83 residential lots shown in the preliminary plat.

### **8.2. CURRENT 'PENDING' SPECIAL ASSESSMENTS**

In addition to the existing special assessment districts, the Property is currently within special assessment districts for projects that are active and within the design or construction phases. These districts are as follows:

- District 2250 - Sheyenne Street Reconstruction – Estimated \$223,976.77

It is anticipated that District 2250 assessments will be processed in 2020, after the Eaglewood 7<sup>th</sup> plat is recorded. As such, the current pending assessment balance on the existing property will be revised to account for the new single family parcels, which is about \$3,200 per lot.

### **8.3. PROPOSED IMPROVEMENTS SPECIAL ASSESSMENTS**

The preliminary assessments for District 1322 (Eaglewood 7<sup>th</sup> Addition) are included in Appendix A. These assessment estimates were calculated based on the Engineer's Opinion of Probable Cost and in accordance with the City of West Fargo Special Assessment Policy. Any levied special assessments must be approved by the City's Special Assessment Commission and City Commission.

## **9. CONCLUSION**

The proposed Improvements are necessary to service the Property and would be in accordance with the City of West Fargo design standards for public improvements. Additionally, the proposed Improvements generally fall in line with previous design assumptions as well as the master plan to service the development and Property.

# **APPENDIX A**

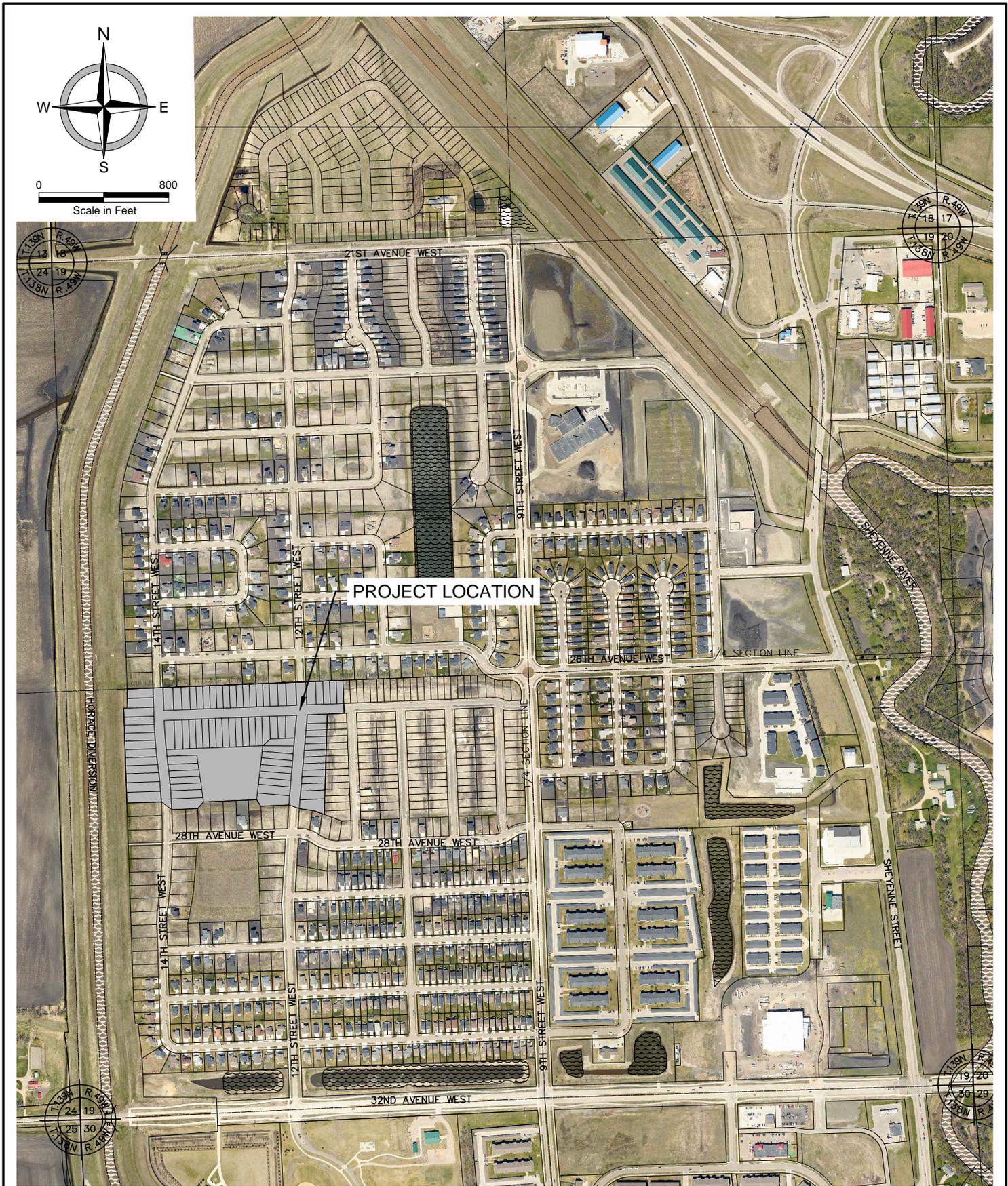


EXHIBIT 1: VICINITY MAP  
 SEWER, WATER, STORM AND STREET  
 IMPROVEMENT DISTRICT NO. 1322  
 EAGLEWOOD 7TH ADDITION  
 WEST FARGO, NORTH DAKOTA

|             |          |
|-------------|----------|
| PROJECT No. | 20476A   |
| DATE:       | 03.07.19 |
| REVISED:    | -        |
| DRAWN BY:   | AJS      |
| CHECKED BY: | -        |



# PLAT OF EAGLEWOOD SEVENTH ADDITION

## TO THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



- LEGEND**
- IRON MONUMENT FOUND
  - SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571
  - P.O.B. POINT OF BEGINNING
  - L ARC LENGTH
  - R RADIUS LENGTH
  - Δ CENTRAL ANGLE
  - CH. BRG. CHORD BEARING

BASIS OF BEARINGS: EAGLEWOOD FIFTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT OF WAYS AS SHOWN UNLESS OTHERWISE NOTED.

### CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

DUSTIN T. SCOTT, CITY ENGINEER  
STATE OF NORTH DAKOTA  
COUNTY OF CASS



ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

### CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "EAGLEWOOD SEVENTH ADDITION" TO THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT THE EXTERIOR BOUNDARY LINES OF SAID ADDITION ARE DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF EAGLEWOOD FIFTH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SAID COUNTY; THENCE NORTH 01 DEGREE 44 MINUTES 27 SECONDS EAST ON A RECORD BEARING ALONG THE WESTERLY LINE OF SAID EAGLEWOOD FIFTH ADDITION FOR A DISTANCE OF 620.96 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 104.64 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 35 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 204.14 FEET TO THE NORTHWEST CORNER OF SAID EAGLEWOOD FIFTH ADDITION, SAID CORNER ALSO BEING ON THE SOUTH LINE OF BROOKS HARBOR SECOND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE SOUTH 87 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID BROOKS HARBOR SECOND ADDITION FOR A DISTANCE OF 1333.39 FEET TO THE EASTERLY LINE OF THE SHEYENNE DIVERSION ACCORDING TO WARRANTY DEED DOCUMENT NO. 724928, RECORDED AUGUST 29, 1990, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE SOUTH 01 DEGREE 54 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID SHEYENNE DIVERSION FOR A DISTANCE OF 118.61 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 05 SECONDS WEST CONTINUING ALONG SAID EASTERLY LINE FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 01 DEGREE 54 MINUTES 55 SECONDS EAST CONTINUING ALONG SAID EASTERLY LINE FOR A DISTANCE OF 585.39 FEET TO THE NORTHWEST CORNER OF EAGLEWOOD FOURTH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE NORTH 88 DEGREES 05 MINUTES 05 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID EAGLEWOOD FOURTH ADDITION FOR A DISTANCE OF 213.28 FEET; THENCE SOUTH 53 DEGREES 11 MINUTES 42 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 80.87 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 160.07 FEET; THENCE NORTH 40 DEGREES 50 MINUTES 51 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 54.80 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 327.52 FEET; THENCE SOUTH 34 DEGREES 18 MINUTES 04 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 47.18 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 172.19 FEET; THENCE SOUTH 70 DEGREES 40 MINUTES 47 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 68.57 FEET; THENCE SOUTH 81 DEGREES 40 MINUTES 04 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 95.40 FEET; THENCE SOUTH 69 DEGREES 34 MINUTES 20 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 63.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 21.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM  
REGISTERED LAND SURVEYOR  
REG. NO. LS-6571



STATE OF NORTH DAKOTA  
COUNTY OF CASS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

### DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "EAGLEWOOD SEVENTH ADDITION" TO THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL STREETS, AVENUES, UTILITY EASEMENTS, POND ACCESS/MAINTENANCE EASEMENTS AND STORM WATER STORAGE EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: WESTWOOD DEVELOPMENT, LLC

KEVIN CHRISTIANSON, PRESIDENT

STATE OF NORTH DAKOTA  
COUNTY OF CASS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KEVIN CHRISTIANSON, PRESIDENT, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF WESTWOOD DEVELOPMENT, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

### WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA  
COUNTY OF CASS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

### WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA  
COUNTY OF CASS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

### WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

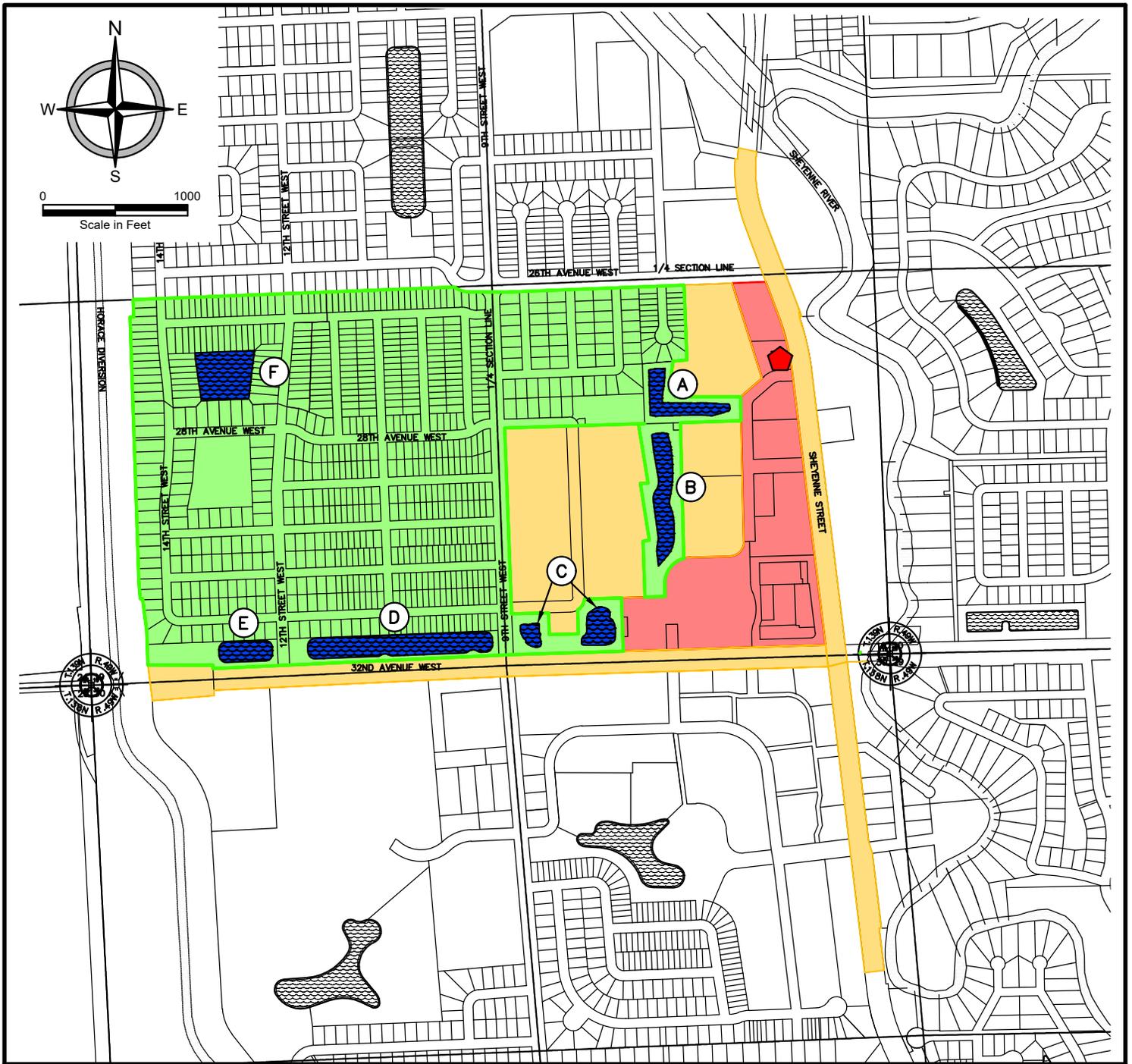
JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA  
COUNTY OF CASS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA





- (A) Eaglewood 2nd - Lift Station Pond
- (B) North Regstad Pond
- (C) South Regstad Pond
- (D) East Eaglewood Pond
- (E) West Eaglewood Pond
- (F) Proposed Eaglewood 7th Pond

**LEGEND**

|  |                            |
|--|----------------------------|
|  | 50% IMPERVIOUS (190 ACRES) |
|  | 75% IMPERVIOUS (80 ACRES)  |
|  | 95% IMPERVIOUS (33 ACRES)  |
|  | PONDS                      |
|  | SM61                       |

EXHIBIT 4 - REGIONAL RETENTION SUMMARY  
 SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1322  
 EAGLEWOOD 7TH ADDITION  
 WEST FARGO, NORTH DAKOTA

PROJECT No. 20476A  
 DATE: 03.13.19  
 REVISED: -  
 DRAFTER: DME  
 REVIEWER: BJR



**EXHIBIT 5**

**SEWER, WATER, STORM AND STREET IMPROVEMENT DIST. NO. 1322  
EAGLEWOOD 7TH ADDITION  
WEST FARGO ND**

*Engineer's Opinion of Probable Cost*

*(Prepared on 03/27/19)*

| <i>ITEM</i>  | <i>UNIT</i> | <i>ESTIMATED<br/>QUANTITY</i> | <i>UNIT PRICE</i> | <i>TOTAL</i> |
|--|-------------|-------------------------------|-------------------|--------------|
| <b><u>Sanitary Sewer Items</u></b>                   |             |                               |                   |              |
| 1. Sanitary Sewer - 8" PVC SDR 35                    | LF          | 2,500                         | \$30.00           | \$75,000.00  |
| 2. Sanitary Sewer Manhole - 48"                      | Each        | 5                             | \$4,500.00        | \$22,500.00  |
| 3. Sanitary Sewer Service Connection - 6" PVC SDR 26 | Each        | 83                            | \$250.00          | \$20,750.00  |
| 4. Sanitary Sewer Service - 6" PVC SDR 26            | LF          | 4,980                         | \$25.00           | \$124,500.00 |
| 5. Televising - Sanitary Sewer Main                  | LF          | 2,500                         | \$1.00            | \$2,500.00   |
| 6. Televising - Sanitary Sewer Service               | Each        | 83                            | \$100.00          | \$8,300.00   |
| <b><u>Water Main Items</u></b>                       |             |                               |                   |              |
| 1. Water Main - 8" PVC C900                          | LF          | 2,600                         | \$25.00           | \$65,000.00  |
| 2. Gate Valve & Box - 6"                             | Each        | 4                             | \$1,000.00        | \$4,000.00   |
| 3. Gate Valve & Box - 8"                             | Each        | 8                             | \$1,500.00        | \$12,000.00  |
| 4. Hydrant   | Each        | 4                             | \$4,000.00        | \$16,000.00  |
| 5. Water Service - 1"                                | Each        | 83                            | \$500.00          | \$41,500.00  |
| 6. Water Service Line - 1"                           | LF          | 3,818                         | \$10.00           | \$38,180.00  |
| <b><u>Storm Sewer Items</u></b>                      |             |                               |                   |              |
| 1. Storm Sewer - 4" Perforated PVC                   | LF          | 5,200                         | \$3.50            | \$18,200.00  |
| 2. Storm Sewer - 12" PP                              | LF          | 300                           | \$25.00           | \$7,500.00   |
| 3. Storm Sewer - 15" RCP                             | LF          | 1,750                         | \$35.00           | \$61,250.00  |
| 4. Storm Sewer - 18" RCP                             | LF          | 400                           | \$40.00           | \$16,000.00  |
| 5. Storm Sewer Manhole                               | Each        | 10                            | \$3,500.00        | \$35,000.00  |
| 6. Storm Sewer Catch Basin - 2' x 3'                 | Each        | 12                            | \$2,000.00        | \$24,000.00  |
| 7. Storm Sewer Catch Basin - 30"                     | Each        | 2                             | \$1,500.00        | \$3,000.00   |
| <b><u>Roadway Items</u></b>                          |             |                               |                   |              |
| 1. Excavation & Embankment                           | LSum        | 1                             | \$10,000.00       | \$10,000.00  |
| 2. Subgrade Preparation                              | SY          | 9,000                         | \$2.00            | \$18,000.00  |
| 3. Reinforcement Fabric                              | SY          | 9,000                         | \$1.50            | \$13,500.00  |
| 4. Gravel - 9" NDDOT Class 5                         | CY          | 2,250                         | \$30.00           | \$67,500.00  |
| 5. Curb & Gutter                                     | LF          | 5,200                         | \$15.00           | \$78,000.00  |
| 6. Asphalt Pavement - 5.5"                           | SY          | 7,000                         | \$20.00           | \$140,000.00 |
| 7. Sidewalk  | SY          | 500                           | \$40.00           | \$20,000.00  |
| 8. Signing & Stripping                               | LSum        | 1                             | \$10,000.00       | \$10,000.00  |
| 9. Cluster Box Unit - 8 Unit                         | Each        | 10                            | \$1,500.00        | \$15,000.00  |
| <b><u>Pond Items</u></b>                             |             |                               |                   |              |
| 1. Excavation - Pond - On Site                       | CY          | 15,000                        | \$3.00            | \$45,000.00  |
| 2. Excavation - Pond - Export                        | CY          | 65,000                        | \$6.00            | \$390,000.00 |
| 3. Turf Establishment & Stabilization                | LSum        | 1                             | \$10,000.00       | \$10,000.00  |
| 4. Storm Sewer - 42" RCP                             | LF          | 200                           | \$125.00          | \$25,000.00  |
| 5. End Section - 42" RCP Flared                      | Each        | 1                             | \$1,500.00        | \$1,500.00   |
| 6. Storm Sewer Control Structure                     | Each        | 1                             | \$25,000.00       | \$25,000.00  |
| 7. Riprap & Fabric - 18" Class III                   | CY          | 25                            | \$100.00          | \$2,500.00   |
| 8. Pond - Fill                                       | LSum        | 1                             | \$5,000.00        | \$5,000.00   |
| 9. West Grading - Fill the SE Cass Ditch             | LSum        | 1                             | \$10,000.00       | \$10,000.00  |
| <b><u>General Items</u></b>                          |             |                               |                   |              |
| 1. Cleaning  | LSum        | 1                             | \$1,000.00        | \$1,000.00   |
| 2. Storm Water Management                            | LSum        | 1                             | \$5,000.00        | \$5,000.00   |
| 3. Traffic Control                                   | LSum        | 1                             | \$500.00          | \$500.00     |
| 4. Excavation - 6" Topsoil Stripping                 | CY          | 17,000                        | \$2.00            | \$34,000.00  |
| 5. Turf Establishment & Stabilization                | LSum        | 1                             | \$50,000.00       | \$50,000.00  |
| <b><u>Electrical Items</u></b>                       |             |                               |                   |              |

|    |  |      |       |            |             |
|----|--|------|-------|------------|-------------|
| 1. | Conductor - #6 USE/Cu.                   | LF   | 3,900 | \$1.25     | \$4,875.00  |
| 2. | Tracer Wire - #12                        | LF   | 1,300 | \$0.30     | \$390.00    |
| 3. | Innerduct - 1.5" PVC                     | LF   | 1,300 | \$3.50     | \$4,550.00  |
| 4. | Concrete Base - 5'                       | Each | 9     | \$400.00   | \$3,600.00  |
| 5. | Light Standard - Single LED and 14' Post | Each | 9     | \$2,250.00 | \$20,250.00 |

|                       |                |
|-----------------------|----------------|
| Construction Subtotal | \$1,605,345.00 |
| Contingencies         | \$294,655.00   |

**Total Construction** \$1,900,000.00

|                          |              |
|--------------------------|--------------|
| Studies and Report       | \$10,000.00  |
| Engineering              | \$209,000.00 |
| Permitting               | \$5,000.00   |
| Special Assessment Admin | \$8,000.00   |
| Material Testing         | \$30,000.00  |
| Legal & Administration   | \$95,000.00  |
| Bond Discount            | \$76,000.00  |
| Land Acquisition         | \$200,000.00 |

**TOTAL PROJECT** \$2,533,000.00

**ESTIMATED FUNDING SUMMARY**

|                     |                       |
|---------------------|-----------------------|
| Regional Assessment | \$945,000.00          |
| Local Assessment    | \$1,588,000.00        |
|                     | <u>\$2,533,000.00</u> |

# EXHIBIT 6

## Preliminary Special Assessment Allocations

**Eaglewood 7th Addition** **Revised 3/28/19**  
**Sewer, Water, Storm and Street Imp. Dist. No. 1322** **Moore Proj: 20476A**

| Division               | Block | Lot | GIS PIN        | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|----------------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 2nd Addition | 1     | 3   | 0243510030000  | 1.00        | 0             | 2.27                    | 2.27                             | 10               | \$20,218.41                  |
| Eaglewood 2nd Addition | 1     | 5   | 0243510050000  | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,137.53                   |
| Eaglewood 2nd Addition | 1     | 6   | 0243510060000  | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,943.30                   |
| Eaglewood 2nd Addition | 1     | 7   | 0243510070000  | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,943.30                   |
| Eaglewood 2nd Addition | 1     | 8   | 0243510080000  | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,943.30                   |
| Eaglewood 2nd Addition | 1     | 9   | 0243510090000  | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,943.30                   |
| Eaglewood 2nd Addition | 1     | 10  | 02435100100000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,943.30                   |
| Eaglewood 2nd Addition | 1     | 11  | 02435100110000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,970.16                   |
| Eaglewood 2nd Addition | 1     | 12  | 02435100120000 | 1.00        | 0             | 0.34                    | 0.34                             | 1                | \$3,016.53                   |
| Eaglewood 2nd Addition | 1     | 13  | 02435100130000 | 1.00        | 0             | 0.44                    | 0.44                             | 2                | \$3,901.77                   |
| Eaglewood 2nd Addition | 1     | 14  | 02435100140000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,205.43                   |
| Eaglewood 2nd Addition | 1     | 15  | 02435100150000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 16  | 02435100160000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 17  | 02435100170000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 18  | 02435100180000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 19  | 02435100190000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 20  | 02435100200000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 21  | 02435100210000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 22  | 02435100220000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,156.80                   |
| Eaglewood 2nd Addition | 1     | 23  | 02435100230000 | 1.00        | 0             | 0.27                    | 0.27                             | 1                | \$2,367.45                   |
| Eaglewood 2nd Addition | 1     | 24  | 02435100240000 | 1.00        | 0             | 0.27                    | 0.27                             | 1                | \$2,448.02                   |
| Eaglewood 2nd Addition | 1     | 25  | 02435100250000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,235.23                   |
| Eaglewood 2nd Addition | 1     | 26  | 02435100260000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,246.11                   |
| Eaglewood 2nd Addition | 1     | 27  | 02435100270000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,256.91                   |
| Eaglewood 2nd Addition | 1     | 28  | 02435100280000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,267.70                   |
| Eaglewood 2nd Addition | 1     | 29  | 02435100290000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,270.02                   |
| Eaglewood 2nd Addition | 1     | 30  | 02435100300000 | 1.00        | 0             | 2.25                    | 2.25                             | 10               | \$20,068.52                  |
| Eaglewood 2nd Addition | 2     | 1   | 02435100310000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 2     | 2   | 02435100320000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 2     | 3   | 02435100330000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 2     | 4   | 02435100340000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 2     | 5   | 02435100350000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 2     | 6   | 02435100360000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 2     | 7   | 02435100370000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 2     | 8   | 02435100380000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 2     | 9   | 02435100390000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 2     | 10  | 02435100400000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 2     | 11  | 02435100410000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 2     | 12  | 02435100420000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 2     | 13  | 02435100430000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 2     | 14  | 02435100440000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 3     | 1   | 02435100450000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 3     | 2   | 02435100460000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 3     | 3   | 02435100470000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 3     | 4   | 02435100480000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 3     | 5   | 02435100490000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 3     | 6   | 02435100500000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.32                   |
| Eaglewood 2nd Addition | 3     | 7   | 02435100510000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 3     | 8   | 02435100520000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 3     | 9   | 02435100530000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 3     | 10  | 02435100540000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 3     | 11  | 02435100550000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 3     | 12  | 02435100560000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 3     | 13  | 02435100570000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,966.23                   |
| Eaglewood 2nd Addition | 3     | 14  | 02435100580000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,162.87                   |
| Eaglewood 2nd Addition | 4     | 1   | 02435100590000 | 1.00        | 0             | 0.26                    | 0.26                             | 1                | \$2,336.05                   |
| Eaglewood 2nd Addition | 4     | 2   | 02435100600000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,121.65                   |
| Eaglewood 2nd Addition | 4     | 3   | 02435100610000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,119.69                   |
| Eaglewood 2nd Addition | 4     | 4   | 02435100620000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,117.64                   |
| Eaglewood 2nd Addition | 4     | 5   | 02435100630000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,115.67                   |
| Eaglewood 2nd Addition | 4     | 6   | 02435100640000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,113.71                   |
| Eaglewood 2nd Addition | 4     | 7   | 02435100650000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,252.72                   |
| Eaglewood 3rd Addition | 1     | 1   | 02435200010000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,670.89                   |
| Eaglewood 3rd Addition | 1     | 2   | 02435200020000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,670.89                   |
| Eaglewood 3rd Addition | 1     | 3   | 02435200030000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,670.89                   |
| Eaglewood 3rd Addition | 1     | 4   | 02435200040000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,671.78                   |
| Eaglewood 3rd Addition | 1     | 5   | 02435200050000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,718.98                   |
| Eaglewood 3rd Addition | 1     | 6   | 02435200060000 | 1.00        | 0             | 0.32                    | 0.32                             | 1                | \$2,880.38                   |
| Eaglewood 3rd Addition | 1     | 7   | 02435200070000 | 1.00        | 0             | 0.34                    | 0.34                             | 1                | \$3,075.06                   |
| Eaglewood 3rd Addition | 1     | 8   | 02435200080000 | 1.00        | 0             | 0.36                    | 0.36                             | 2                | \$3,240.74                   |
| Eaglewood 3rd Addition | 1     | 9   | 02435200090000 | 1.00        | 0             | 0.38                    | 0.38                             | 2                | \$3,373.32                   |
| Eaglewood 3rd Addition | 1     | 10  | 02435200100000 | 1.00        | 0             | 0.39                    | 0.39                             | 2                | \$3,473.16                   |
| Eaglewood 3rd Addition | 1     | 11  | 02435200110000 | 0.00        | 0             | 0.08                    | 0.00                             | 0                | \$0.00                       |
| Eaglewood 3rd Addition | 1     | 12  | 02435200120000 | 1.00        | 0             | 0.39                    | 0.39                             | 2                | \$3,484.40                   |
| Eaglewood 3rd Addition | 2     | 1   | 02435200130000 | 1.00        | 0             | 0.26                    | 0.26                             | 1                | \$2,321.42                   |
| Eaglewood 3rd Addition | 2     | 2   | 02435200140000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,073.83                   |
| Eaglewood 3rd Addition | 2     | 3   | 02435200150000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,073.83                   |
| Eaglewood 3rd Addition | 2     | 4   | 02435200160000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,073.83                   |
| Eaglewood 3rd Addition | 2     | 5   | 02435200170000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,073.83                   |

| Division               | Block | Lot | GIS PIN        | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|----------------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 3rd Addition | 2     | 6   | 02435200180000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,073.83                   |
| Eaglewood 3rd Addition | 2     | 7   | 02435200190000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,073.83                   |
| Eaglewood 3rd Addition | 2     | 8   | 02435200200000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,218.81                   |
| Eaglewood 3rd Addition | 2     | 9   | 02435200210000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,047.33                   |
| Eaglewood 3rd Addition | 2     | 10  | 02435200220000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,187.94                   |
| Eaglewood 3rd Addition | 2     | 11  | 02435200230000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,269.76                   |
| Eaglewood 3rd Addition | 2     | 12  | 02435200240000 | 1.00        | 0             | 0.26                    | 0.26                             | 1                | \$2,315.62                   |
| Eaglewood 3rd Addition | 2     | 13  | 02435200250000 | 1.00        | 0             | 0.26                    | 0.26                             | 1                | \$2,312.85                   |
| Eaglewood 3rd Addition | 2     | 14  | 02435200260000 | 1.00        | 0             | 0.26                    | 0.26                             | 1                | \$2,337.47                   |
| Eaglewood 3rd Addition | 2     | 15  | 02435200270000 | 1.00        | 0             | 0.29                    | 0.29                             | 1                | \$2,594.70                   |
| Eaglewood 3rd Addition | 2     | 16  | 02435200280000 | 1.00        | 0             | 4.59                    | 4.59                             | 20               | \$40,914.24                  |
| Eaglewood 3rd Addition | 3     | 1   | 02435200290000 | 1.00        | 0             | 0.20                    | 0.20                             | 1                | \$1,770.30                   |
| Eaglewood 3rd Addition | 3     | 2   | 02435200300000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 3rd Addition | 3     | 3   | 02435200310000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 3rd Addition | 3     | 4   | 02435200320000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 3rd Addition | 3     | 5   | 02435200330000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 6   | 02435200340000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 7   | 02435200350000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 8   | 02435200360000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 9   | 02435200370000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 10  | 02435200380000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 11  | 02435200390000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 3     | 12  | 02435200400000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,228.92                   |
| Eaglewood 3rd Addition | 3     | 13  | 02435200410000 | 1.00        | 0             | 0.16                    | 0.16                             | 1                | \$1,418.15                   |
| Eaglewood 3rd Addition | 4     | 1   | 02435200420000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,509.16                   |
| Eaglewood 3rd Addition | 4     | 2   | 02435200430000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 3rd Addition | 4     | 3   | 02435200440000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 3rd Addition | 4     | 4   | 02435200450000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 5   | 02435200460000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 6   | 02435200470000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 7   | 02435200480000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 8   | 02435200490000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 9   | 02435200500000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 10  | 02435200510000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 11  | 02435200520000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 12  | 02435200530000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 13  | 02435200540000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 14  | 02435200550000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 15  | 02435200560000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 4     | 16  | 02435200570000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,234.09                   |
| Eaglewood 3rd Addition | 5     | 1   | 02435200580000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,509.16                   |
| Eaglewood 3rd Addition | 5     | 2   | 02435200590000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 3rd Addition | 5     | 3   | 02435200600000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 3rd Addition | 5     | 4   | 02435200610000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 5   | 02435200620000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 6   | 02435200630000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 7   | 02435200640000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 8   | 02435200650000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 9   | 02435200660000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 10  | 02435200670000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 11  | 02435200680000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 12  | 02435200690000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 13  | 02435200700000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 14  | 02435200710000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 15  | 02435200720000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 5     | 16  | 02435200730000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,226.42                   |
| Eaglewood 3rd Addition | 6     | 1   | 02435200740000 | 1.00        | 0             | 0.20                    | 0.20                             | 1                | \$1,770.12                   |
| Eaglewood 3rd Addition | 6     | 2   | 02435200750000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 3rd Addition | 6     | 3   | 02435200760000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 3rd Addition | 6     | 4   | 02435200770000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 3rd Addition | 6     | 5   | 02435200780000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.92                   |
| Eaglewood 3rd Addition | 6     | 6   | 02435200790000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 6     | 7   | 02435200800000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 6     | 8   | 02435200810000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 6     | 9   | 02435200820000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 6     | 10  | 02435200830000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 6     | 11  | 02435200840000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 3rd Addition | 6     | 12  | 02435200850000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,228.92                   |
| Eaglewood 3rd Addition | 6     | 13  | 02435200860000 | 1.00        | 0             | 0.16                    | 0.16                             | 1                | \$1,418.15                   |
| Eaglewood 3rd Addition | 7     | 1   | 02435200870000 | 1.00        | 0             | 0.21                    | 0.21                             | 1                | \$1,882.90                   |
| Eaglewood 3rd Addition | 7     | 2   | 02435200880000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 3   | 02435200890000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 4   | 02435200900000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 5   | 02435200910000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 6   | 02435200920000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 7   | 02435200930000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 8   | 02435200940000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 9   | 02435200950000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,720.52                   |
| Eaglewood 3rd Addition | 7     | 10  | 02435200960000 | 1.00        | 0             | 0.21                    | 0.21                             | 1                | \$1,904.85                   |
| Eaglewood 4th Addition | 1     | 1   | 02435300010000 | 1.00        | 0             | 0.42                    | 0.42                             | 2                | \$3,734.12                   |
| Eaglewood 4th Addition | 1     | 2   | 02435300020000 | 1.00        | 0             | 0.42                    | 0.42                             | 2                | \$3,728.24                   |
| Eaglewood 4th Addition | 2     | 1   | 02435300030000 | 1.00        | 0             | 0.27                    | 0.27                             | 1                | \$2,451.05                   |
| Eaglewood 4th Addition | 2     | 2   | 02435300040000 | 1.00        | 0             | 0.26                    | 0.26                             | 1                | \$2,316.51                   |
| Eaglewood 4th Addition | 2     | 3   | 02435300050000 | 1.00        | 0             | 0.31                    | 0.31                             | 1                | \$2,802.13                   |
| Eaglewood 4th Addition | 2     | 4   | 02435300060000 | 1.00        | 0             | 0.33                    | 0.33                             | 1                | \$2,955.59                   |
| Eaglewood 4th Addition | 2     | 5   | 02435300070000 | 1.00        | 0             | 0.33                    | 0.33                             | 1                | \$2,955.59                   |
| Eaglewood 4th Addition | 2     | 6   | 02435300080000 | 1.00        | 0             | 0.33                    | 0.33                             | 1                | \$2,955.59                   |
| Eaglewood 4th Addition | 2     | 7   | 02435300090000 | 1.00        | 0             | 0.32                    | 0.32                             | 1                | \$2,853.08                   |

| Division               | Block | Lot | GIS PIN       | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|---------------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 4th Addition | 2     | 8   | 0243530010000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,257.09                   |
| Eaglewood 4th Addition | 2     | 9   | 0243530011000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,636.00                   |
| Eaglewood 4th Addition | 3     | 1   | 0243530012000 | 1.00        | 0             | 0.21                    | 0.21                             | 1                | \$1,851.76                   |
| Eaglewood 4th Addition | 3     | 2   | 0243530013000 | 1.00        | 0             | 0.18                    | 0.18                             | 1                | \$1,611.13                   |
| Eaglewood 4th Addition | 3     | 3   | 0243530014000 | 1.00        | 0             | 0.20                    | 0.20                             | 1                | \$1,789.04                   |
| Eaglewood 4th Addition | 3     | 4   | 0243530015000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,687.86                   |
| Eaglewood 4th Addition | 3     | 5   | 0243530016000 | 1.00        | 0             | 0.18                    | 0.18                             | 1                | \$1,606.41                   |
| Eaglewood 4th Addition | 4     | 1   | 0243530017000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,288.96                   |
| Eaglewood 4th Addition | 4     | 2   | 0243530018000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,098.92                   |
| Eaglewood 4th Addition | 4     | 3   | 0243530019000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,099.55                   |
| Eaglewood 4th Addition | 4     | 4   | 0243530020000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,100.17                   |
| Eaglewood 4th Addition | 4     | 5   | 0243530021000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,278.70                   |
| Eaglewood 4th Addition | 5     | 1   | 0243530022000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,288.34                   |
| Eaglewood 4th Addition | 5     | 2   | 0243530023000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,100.17                   |
| Eaglewood 4th Addition | 5     | 3   | 0243530024000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,100.08                   |
| Eaglewood 4th Addition | 5     | 4   | 0243530025000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,100.08                   |
| Eaglewood 4th Addition | 5     | 5   | 0243530026000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,278.70                   |
| Eaglewood 4th Addition | 6     | 1   | 0243530027000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,268.08                   |
| Eaglewood 4th Addition | 6     | 2   | 0243530028000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,101.96                   |
| Eaglewood 4th Addition | 6     | 3   | 0243530029000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,101.15                   |
| Eaglewood 4th Addition | 6     | 4   | 0243530030000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,100.26                   |
| Eaglewood 4th Addition | 6     | 5   | 0243530031000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,259.34                   |
| Eaglewood 4th Addition | 7     | 1   | 0243530032000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,539.40                   |
| Eaglewood 4th Addition | 8     | 1   | 0243530033000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,509.16                   |
| Eaglewood 4th Addition | 8     | 2   | 0243530034000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 4th Addition | 8     | 3   | 0243530035000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 4th Addition | 8     | 4   | 0243530036000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 5   | 0243530037000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 6   | 0243530038000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 7   | 0243530039000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 8   | 0243530040000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 9   | 0243530041000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 10  | 0243530042000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 11  | 0243530043000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 12  | 0243530044000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,020.41                   |
| Eaglewood 4th Addition | 8     | 13  | 0243530045000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,081.44                   |
| Eaglewood 4th Addition | 8     | 14  | 0243530046000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,158.97                   |
| Eaglewood 4th Addition | 8     | 15  | 0243530047000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,257.29                   |
| Eaglewood 4th Addition | 8     | 16  | 0243530048000 | 1.00        | 0             | 0.18                    | 0.18                             | 1                | \$1,630.32                   |
| Eaglewood 4th Addition | 8     | 17  | 0243530049000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,524.77                   |
| Eaglewood 4th Addition | 8     | 18  | 0243530050000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,135.95                   |
| Eaglewood 4th Addition | 8     | 19  | 0243530051000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,050.48                   |
| Eaglewood 4th Addition | 8     | 20  | 0243530052000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 21  | 0243530053000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 22  | 0243530054000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 23  | 0243530055000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 24  | 0243530056000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 25  | 0243530057000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 26  | 0243530058000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 27  | 0243530059000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 28  | 0243530060000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 29  | 0243530061000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 8     | 30  | 0243530062000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 4th Addition | 8     | 31  | 0243530063000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 4th Addition | 8     | 32  | 0243530064000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,509.16                   |
| Eaglewood 4th Addition | 9     | 1   | 0243530065000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,227.64                   |
| Eaglewood 4th Addition | 9     | 2   | 0243530066000 | 1.00        | 0             | 0.22                    | 0.22                             | 1                | \$1,919.84                   |
| Eaglewood 4th Addition | 9     | 3   | 0243530067000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,686.53                   |
| Eaglewood 4th Addition | 9     | 4   | 0243530068000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,496.75                   |
| Eaglewood 4th Addition | 9     | 5   | 0243530069000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,008.19                   |
| Eaglewood 4th Addition | 9     | 6   | 0243530070000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 7   | 0243530071000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 8   | 0243530072000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 9   | 0243530073000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 10  | 0243530074000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 11  | 0243530075000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 12  | 0243530076000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,228.92                   |
| Eaglewood 4th Addition | 9     | 13  | 0243530077000 | 1.00        | 0             | 0.16                    | 0.16                             | 1                | \$1,418.15                   |
| Eaglewood 4th Addition | 9     | 14  | 0243530078000 | 1.00        | 0             | 0.16                    | 0.16                             | 1                | \$1,418.15                   |
| Eaglewood 4th Addition | 9     | 15  | 0243530079000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,228.92                   |
| Eaglewood 4th Addition | 9     | 16  | 0243530080000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 17  | 0243530081000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 18  | 0243530082000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 19  | 0243530083000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 20  | 0243530084000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 21  | 0243530085000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 22  | 0243530086000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 9     | 23  | 0243530087000 | 1.00        | 0             | 0.18                    | 0.18                             | 1                | \$1,608.55                   |
| Eaglewood 4th Addition | 9     | 24  | 0243530088000 | 1.00        | 0             | 0.18                    | 0.18                             | 1                | \$1,640.04                   |
| Eaglewood 4th Addition | 9     | 25  | 0243530089000 | 1.00        | 0             | 0.20                    | 0.20                             | 1                | \$1,825.98                   |
| Eaglewood 4th Addition | 9     | 26  | 0243530090000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,183.12                   |
| Eaglewood 4th Addition | 10    | 1   | 0243530091000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,157.52                   |
| Eaglewood 4th Addition | 10    | 2   | 0243530092000 | 1.00        | 0             | 0.23                    | 0.23                             | 1                | \$2,075.61                   |
| Eaglewood 4th Addition | 10    | 3   | 0243530093000 | 1.00        | 0             | 0.24                    | 0.24                             | 1                | \$2,136.28                   |
| Eaglewood 4th Addition | 10    | 4   | 0243530094000 | 1.00        | 0             | 0.25                    | 0.25                             | 1                | \$2,257.62                   |
| Eaglewood 4th Addition | 10    | 5   | 0243530095000 | 1.00        | 0             | 0.27                    | 0.27                             | 1                | \$2,379.05                   |
| Eaglewood 4th Addition | 10    | 6   | 0243530096000 | 1.00        | 0             | 0.28                    | 0.28                             | 1                | \$2,500.39                   |
| Eaglewood 4th Addition | 10    | 7   | 0243530097000 | 1.00        | 0             | 0.33                    | 0.33                             | 1                | \$2,940.25                   |

| Division               | Block | Lot | GIS PIN        | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|----------------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 4th Addition | 11    | 1   | 02435300980000 | 1.00        | 0             | 0.16                    | 0.16                             | 1                | \$1,418.15                   |
| Eaglewood 4th Addition | 11    | 2   | 02435300990000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,228.92                   |
| Eaglewood 4th Addition | 11    | 3   | 02435301000000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 4   | 02435301010000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 5   | 02435301020000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 6   | 02435301030000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 7   | 02435301040000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 8   | 02435301050000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 9   | 02435301060000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 11    | 10  | 02435301070000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 4th Addition | 11    | 11  | 02435301080000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 4th Addition | 11    | 12  | 02435301090000 | 1.00        | 0             | 0.19                    | 0.19                             | 1                | \$1,659.05                   |
| Eaglewood 4th Addition | 11    | 13  | 02435301100000 | 1.00        | 0             | 0.20                    | 0.20                             | 1                | \$1,770.30                   |
| Eaglewood 4th Addition | 12    | 1   | 02435301110000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,239.18                   |
| Eaglewood 4th Addition | 12    | 2   | 02435301120000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 3   | 02435301130000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 4   | 02435301140000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 5   | 02435301150000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 6   | 02435301160000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 7   | 02435301170000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 8   | 02435301180000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 9   | 02435301190000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 10  | 02435301200000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 11  | 02435301210000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 12  | 02435301220000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 13  | 02435301230000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,007.74                   |
| Eaglewood 4th Addition | 12    | 14  | 02435301240000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 4th Addition | 12    | 15  | 02435301250000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,376.40                   |
| Eaglewood 4th Addition | 12    | 16  | 02435301260000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,509.16                   |
| Eaglewood 5th Addition | 1     | 1   | 02435400010000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,179.40                   |
| Eaglewood 5th Addition | 1     | 2   | 02435400020000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,210.72                   |
| Eaglewood 5th Addition | 1     | 3   | 02435400030000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,211.07                   |
| Eaglewood 5th Addition | 1     | 4   | 02435400040000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,211.25                   |
| Eaglewood 5th Addition | 1     | 5   | 02435400050000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,211.52                   |
| Eaglewood 5th Addition | 1     | 6   | 02435400060000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,211.79                   |
| Eaglewood 5th Addition | 1     | 7   | 02435400070000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,185.73                   |
| Eaglewood 5th Addition | 1     | 8   | 02435400080000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,238.46                   |
| Eaglewood 5th Addition | 1     | 9   | 02435400090000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,212.50                   |
| Eaglewood 5th Addition | 1     | 10  | 02435400100000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,212.68                   |
| Eaglewood 5th Addition | 1     | 11  | 02435400110000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,212.95                   |
| Eaglewood 5th Addition | 1     | 12  | 02435400120000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,213.21                   |
| Eaglewood 5th Addition | 1     | 13  | 02435400130000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,213.39                   |
| Eaglewood 5th Addition | 1     | 14  | 02435400140000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,228.65                   |
| Eaglewood 5th Addition | 1     | 15  | 02435400150000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,207.06                   |
| Eaglewood 5th Addition | 1     | 16  | 02435400160000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,210.89                   |
| Eaglewood 5th Addition | 1     | 17  | 02435400170000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,211.43                   |
| Eaglewood 5th Addition | 1     | 18  | 02435400180000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,207.59                   |
| Eaglewood 5th Addition | 1     | 19  | 02435400190000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,214.82                   |
| Eaglewood 5th Addition | 1     | 20  | 02435400200000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,215.09                   |
| Eaglewood 5th Addition | 1     | 21  | 02435400210000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,475.34                   |
| Eaglewood 5th Addition | 1     | 22  | 02435400220000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,363.37                   |
| Eaglewood 5th Addition | 1     | 23  | 02435400230000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,172.98                   |
| Eaglewood 5th Addition | 1     | 24  | 02435400240000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,263.18                   |
| Eaglewood 5th Addition | 1     | 25  | 02435400250000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,472.40                   |
| Eaglewood 5th Addition | 2     | 1   | 02435400260000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,325.63                   |
| Eaglewood 5th Addition | 2     | 2   | 02435400270000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,048.78                   |
| Eaglewood 5th Addition | 2     | 3   | 02435400280000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,048.25                   |
| Eaglewood 5th Addition | 2     | 4   | 02435400290000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,047.71                   |
| Eaglewood 5th Addition | 2     | 5   | 02435400300000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,047.18                   |
| Eaglewood 5th Addition | 2     | 6   | 02435400310000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,046.64                   |
| Eaglewood 5th Addition | 2     | 7   | 02435400320000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,046.10                   |
| Eaglewood 5th Addition | 2     | 8   | 02435400330000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,045.57                   |
| Eaglewood 5th Addition | 2     | 9   | 02435400340000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,045.03                   |
| Eaglewood 5th Addition | 2     | 10  | 02435400350000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,044.50                   |
| Eaglewood 5th Addition | 2     | 11  | 02435400360000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,043.96                   |
| Eaglewood 5th Addition | 2     | 12  | 02435400370000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,043.43                   |
| Eaglewood 5th Addition | 2     | 13  | 02435400380000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,201.61                   |
| Eaglewood 5th Addition | 2     | 14  | 02435400390000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,309.66                   |
| Eaglewood 5th Addition | 3     | 1   | 02435400400000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,357.21                   |
| Eaglewood 5th Addition | 3     | 2   | 02435400410000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,033.79                   |
| Eaglewood 5th Addition | 3     | 3   | 02435400420000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,031.56                   |
| Eaglewood 5th Addition | 3     | 4   | 02435400430000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,029.33                   |
| Eaglewood 5th Addition | 3     | 5   | 02435400440000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,027.10                   |
| Eaglewood 5th Addition | 3     | 6   | 02435400450000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,024.78                   |
| Eaglewood 5th Addition | 3     | 7   | 02435400460000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,022.55                   |
| Eaglewood 5th Addition | 3     | 8   | 02435400470000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,020.32                   |
| Eaglewood 5th Addition | 3     | 9   | 02435400480000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,018.09                   |
| Eaglewood 5th Addition | 3     | 10  | 02435400490000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,015.86                   |
| Eaglewood 5th Addition | 3     | 11  | 02435400500000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,013.63                   |
| Eaglewood 5th Addition | 3     | 12  | 02435400510000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,011.31                   |
| Eaglewood 5th Addition | 3     | 13  | 02435400520000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,009.08                   |
| Eaglewood 5th Addition | 3     | 14  | 02435400530000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,198.40                   |
| Eaglewood 5th Addition | 3     | 15  | 02435400540000 | 1.00        | 0             | 0.16                    | 0.16                             | 1                | \$1,419.22                   |
| Eaglewood 5th Addition | 3     | 16  | 02435400550000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,482.48                   |
| Eaglewood 5th Addition | 3     | 17  | 02435400560000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,234.45                   |
| Eaglewood 5th Addition | 3     | 18  | 02435400570000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 19  | 02435400580000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 20  | 02435400590000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |

| Division               | Block | Lot | GIS PIN        | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|----------------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 5th Addition | 3     | 21  | 0243540060000  | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 22  | 02435400610000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 23  | 02435400620000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 24  | 02435400630000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 25  | 02435400640000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 26  | 02435400650000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 27  | 02435400660000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 28  | 02435400670000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 29  | 02435400680000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 3     | 30  | 02435400690000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,357.30                   |
| Eaglewood 5th Addition | 4     | 1   | 02435400700000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,357.84                   |
| Eaglewood 5th Addition | 4     | 2   | 02435400710000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 3   | 02435400720000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 4   | 02435400730000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 5   | 02435400740000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 6   | 02435400750000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 7   | 02435400760000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 8   | 02435400770000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 9   | 02435400780000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 10  | 02435400790000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 11  | 02435400800000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 12  | 02435400810000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 13  | 02435400820000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 14  | 02435400830000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,234.45                   |
| Eaglewood 5th Addition | 4     | 15  | 02435400840000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,476.14                   |
| Eaglewood 5th Addition | 4     | 16  | 02435400850000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,483.64                   |
| Eaglewood 5th Addition | 4     | 17  | 02435400860000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,234.45                   |
| Eaglewood 5th Addition | 4     | 18  | 02435400870000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 19  | 02435400880000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 20  | 02435400890000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 21  | 02435400900000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 22  | 02435400910000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 23  | 02435400920000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 24  | 02435400930000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 25  | 02435400940000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 26  | 02435400950000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 27  | 02435400960000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 28  | 02435400970000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 29  | 02435400980000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 4     | 30  | 02435400990000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,357.84                   |
| Eaglewood 5th Addition | 5     | 1   | 02435401000000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,357.84                   |
| Eaglewood 5th Addition | 5     | 2   | 02435401010000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 3   | 02435401020000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 4   | 02435401030000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 5   | 02435401040000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 6   | 02435401050000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 7   | 02435401060000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 8   | 02435401070000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 9   | 02435401080000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 10  | 02435401090000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 11  | 02435401100000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 12  | 02435401110000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 13  | 02435401120000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 14  | 02435401130000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,234.45                   |
| Eaglewood 5th Addition | 5     | 15  | 02435401140000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,486.14                   |
| Eaglewood 5th Addition | 5     | 16  | 02435401150000 | 1.00        | 0             | 0.17                    | 0.17                             | 1                | \$1,482.66                   |
| Eaglewood 5th Addition | 5     | 17  | 02435401160000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,234.45                   |
| Eaglewood 5th Addition | 5     | 18  | 02435401170000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 19  | 02435401180000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 20  | 02435401190000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 21  | 02435401200000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 22  | 02435401210000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 23  | 02435401220000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 24  | 02435401230000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 25  | 02435401240000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 26  | 02435401250000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 27  | 02435401260000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 28  | 02435401270000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 29  | 02435401280000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,036.91                   |
| Eaglewood 5th Addition | 5     | 30  | 02435401290000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,357.84                   |
| Eaglewood 5th Addition | 6     | 1   | 02435401300000 | 1.00        | 0             | 0.21                    | 0.21                             | 1                | \$1,898.60                   |
| Eaglewood 5th Addition | 6     | 2   | 02435401310000 | 1.00        | 0             | 0.18                    | 0.18                             | 1                | \$1,633.17                   |
| Eaglewood 5th Addition | 6     | 3   | 02435401320000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,312.25                   |
| Eaglewood 5th Addition | 6     | 4   | 02435401330000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,287.89                   |
| Eaglewood 5th Addition | 6     | 5   | 02435401340000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,263.53                   |
| Eaglewood 5th Addition | 6     | 6   | 02435401350000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,239.18                   |
| Eaglewood 5th Addition | 6     | 7   | 02435401360000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,214.82                   |
| Eaglewood 5th Addition | 6     | 8   | 02435401370000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,190.46                   |
| Eaglewood 5th Addition | 6     | 9   | 02435401380000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,166.11                   |
| Eaglewood 5th Addition | 6     | 10  | 02435401390000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,141.84                   |
| Eaglewood 5th Addition | 6     | 11  | 02435401400000 | 1.00        | 0             | 0.13                    | 0.13                             | 1                | \$1,117.48                   |
| Eaglewood 5th Addition | 6     | 12  | 02435401410000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,093.12                   |
| Eaglewood 5th Addition | 6     | 13  | 02435401420000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,068.77                   |
| Eaglewood 5th Addition | 6     | 14  | 02435401430000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,044.41                   |
| Eaglewood 5th Addition | 6     | 15  | 02435401440000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,332.95                   |
| Eaglewood 6th Addition | 1     | 1   | 02435500010000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,297.35                   |
| Eaglewood 6th Addition | 1     | 2   | 02435500020000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$932.97                     |
| Eaglewood 6th Addition | 1     | 3   | 02435500030000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,043.16                   |

| Division               | Block | Lot | GIS PIN        | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|----------------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 6th Addition | 1     | 4   | 02435500040000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,043.16                   |
| Eaglewood 6th Addition | 1     | 5   | 02435500050000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$932.97                     |
| Eaglewood 6th Addition | 1     | 6   | 02435500060000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$933.06                     |
| Eaglewood 6th Addition | 1     | 7   | 02435500070000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,033.52                   |
| Eaglewood 6th Addition | 1     | 8   | 02435500080000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$942.43                     |
| Eaglewood 6th Addition | 1     | 9   | 02435500090000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$910.94                     |
| Eaglewood 6th Addition | 1     | 10  | 02435500100000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,363.10                   |
| Eaglewood 6th Addition | 1     | 11  | 02435500110000 | 1.00        | 0             | 0.30                    | 0.30                             | 1                | \$2,655.01                   |
| Eaglewood 6th Addition | 1     | 12  | 02435500120000 | 1.00        | 0             | 0.21                    | 0.21                             | 1                | \$1,851.40                   |
| Eaglewood 6th Addition | 1     | 13  | 02435500130000 | 1.00        | 0             | 0.27                    | 0.27                             | 1                | \$2,437.58                   |
| Eaglewood 6th Addition | 1     | 14  | 02435500140000 | 1.00        | 0             | 0.15                    | 0.15                             | 1                | \$1,312.52                   |
| Eaglewood 6th Addition | 1     | 15  | 02435500150000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$899.78                     |
| Eaglewood 6th Addition | 1     | 16  | 02435500160000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$926.73                     |
| Eaglewood 6th Addition | 1     | 17  | 02435500170000 | 1.00        | 0             | 0.11                    | 0.11                             | 1                | \$1,020.50                   |
| Eaglewood 6th Addition | 1     | 18  | 02435500180000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$921.64                     |
| Eaglewood 6th Addition | 1     | 19  | 02435500190000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$921.64                     |
| Eaglewood 6th Addition | 1     | 20  | 02435500200000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,030.49                   |
| Eaglewood 6th Addition | 1     | 21  | 02435500210000 | 1.00        | 0             | 0.12                    | 0.12                             | 1                | \$1,030.49                   |
| Eaglewood 6th Addition | 1     | 22  | 02435500220000 | 1.00        | 0             | 0.10                    | 0.10                             | 1                | \$921.73                     |
| Eaglewood 6th Addition | 1     | 23  | 02435500230000 | 1.00        | 0             | 0.14                    | 0.14                             | 1                | \$1,281.38                   |
| Eaglewood 6th Addition | 1     | 24  | 02435500240000 | 1.00        | 0             | 8.26                    | 8.26                             | 36               | \$73,675.29                  |
| Eaglewood 6th Addition | 1     | 25  | 02435500250000 | 0.00        | 0             | 3.75                    | 0.00                             | 0                | \$0.00                       |
| Eaglewood 6th Addition | 1     | 26  | 02435500260000 | 1.00        | 0             | 0.79                    | 0.79                             | 3                | \$7,065.24                   |
| Eaglewood 6th Addition | 1     | 27  | 02435500270000 | 0.00        | 0             | 0.36                    | 0.00                             | 0                | \$0.00                       |
| Eaglewood 6th Addition | 2     | 1   | 02435500280000 | 1.00        | 0             | 1.55                    | 1.55                             | 7                | \$13,834.90                  |
| Eaglewood 7th Addition | 1     | 1   | TBD            | 1.00        | 65            | 0.32                    | 0.32                             | 1                | \$30,832.45                  |
| Eaglewood 7th Addition | 1     | 2   | TBD            | 1.00        | 60            | 0.29                    | 0.29                             | 1                | \$28,344.83                  |
| Eaglewood 7th Addition | 1     | 3   | TBD            | 1.00        | 55            | 0.26                    | 0.26                             | 1                | \$25,848.59                  |
| Eaglewood 7th Addition | 1     | 4   | TBD            | 1.00        | 50            | 0.23                    | 0.23                             | 1                | \$23,360.97                  |
| Eaglewood 7th Addition | 1     | 5   | TBD            | 1.00        | 50            | 0.23                    | 0.23                             | 1                | \$23,227.31                  |
| Eaglewood 7th Addition | 1     | 6   | TBD            | 1.00        | 50            | 0.22                    | 0.22                             | 1                | \$23,121.37                  |
| Eaglewood 7th Addition | 1     | 7   | TBD            | 1.00        | 53            | 0.23                    | 0.23                             | 1                | \$24,398.49                  |
| Eaglewood 7th Addition | 1     | 8   | TBD            | 1.00        | 48            | 0.21                    | 0.21                             | 1                | \$22,047.61                  |
| Eaglewood 7th Addition | 1     | 9   | TBD            | 1.00        | 50            | 0.21                    | 0.21                             | 1                | \$22,919.96                  |
| Eaglewood 7th Addition | 1     | 10  | TBD            | 1.00        | 50            | 0.21                    | 0.21                             | 1                | \$22,892.86                  |
| Eaglewood 7th Addition | 1     | 11  | TBD            | 1.00        | 55            | 0.24                    | 0.24                             | 1                | \$25,220.95                  |
| Eaglewood 7th Addition | 1     | 12  | TBD            | 1.00        | 60            | 0.22                    | 0.22                             | 1                | \$26,521.04                  |
| Eaglewood 7th Addition | 1     | 13  | TBD            | 1.00        | 60            | 0.22                    | 0.22                             | 1                | \$26,471.77                  |
| Eaglewood 7th Addition | 2     | 1   | TBD            | 1.00        | 62            | 0.20                    | 0.20                             | 1                | \$26,703.54                  |
| Eaglewood 7th Addition | 2     | 2   | TBD            | 1.00        | 51            | 0.17                    | 0.17                             | 1                | \$21,998.00                  |
| Eaglewood 7th Addition | 2     | 3   | TBD            | 1.00        | 51            | 0.17                    | 0.17                             | 1                | \$21,998.00                  |
| Eaglewood 7th Addition | 2     | 4   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 5   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 6   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 7   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 8   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 9   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 10  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 11  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 12  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 13  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 14  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 15  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,684.89                  |
| Eaglewood 7th Addition | 2     | 16  | TBD            | 1.00        | 51            | 0.17                    | 0.17                             | 1                | \$21,998.00                  |
| Eaglewood 7th Addition | 2     | 17  | TBD            | 1.00        | 51            | 0.17                    | 0.17                             | 1                | \$21,998.00                  |
| Eaglewood 7th Addition | 2     | 18  | TBD            | 1.00        | 63            | 0.21                    | 0.21                             | 1                | \$27,175.44                  |
| Eaglewood 7th Addition | 3     | 1   | TBD            | 1.00        | 60            | 0.20                    | 0.20                             | 1                | \$25,860.14                  |
| Eaglewood 7th Addition | 3     | 2   | TBD            | 1.00        | 45            | 0.15                    | 0.15                             | 1                | \$19,410.50                  |
| Eaglewood 7th Addition | 3     | 3   | TBD            | 1.00        | 42            | 0.14                    | 0.14                             | 1                | \$18,072.41                  |
| Eaglewood 7th Addition | 3     | 4   | TBD            | 1.00        | 42            | 0.14                    | 0.14                             | 1                | \$18,072.41                  |
| Eaglewood 7th Addition | 3     | 5   | TBD            | 1.00        | 42            | 0.14                    | 0.14                             | 1                | \$18,072.41                  |
| Eaglewood 7th Addition | 4     | 1   | TBD            | 1.00        | 55            | 0.16                    | 0.16                             | 1                | \$23,140.93                  |
| Eaglewood 7th Addition | 4     | 2   | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,319.03                  |
| Eaglewood 7th Addition | 4     | 3   | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,377.54                  |
| Eaglewood 7th Addition | 4     | 4   | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,436.05                  |
| Eaglewood 7th Addition | 4     | 5   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,494.57                  |
| Eaglewood 7th Addition | 4     | 6   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,553.08                  |
| Eaglewood 7th Addition | 4     | 7   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,611.60                  |
| Eaglewood 7th Addition | 4     | 8   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,670.11                  |
| Eaglewood 7th Addition | 4     | 9   | TBD            | 1.00        | 41            | 0.14                    | 0.14                             | 1                | \$17,728.62                  |
| Eaglewood 7th Addition | 4     | 10  | TBD            | 1.00        | 41            | 0.14                    | 0.14                             | 1                | \$17,787.14                  |
| Eaglewood 7th Addition | 4     | 11  | TBD            | 1.00        | 45            | 0.15                    | 0.15                             | 1                | \$19,557.10                  |
| Eaglewood 7th Addition | 4     | 12  | TBD            | 1.00        | 55            | 0.19                    | 0.19                             | 1                | \$23,997.08                  |
| Eaglewood 7th Addition | 4     | 13  | TBD            | 1.00        | 37            | 0.25                    | 0.25                             | 1                | \$19,488.60                  |
| Eaglewood 7th Addition | 5     | 1   | TBD            | 1.00        | 66            | 0.22                    | 0.22                             | 1                | \$28,479.55                  |
| Eaglewood 7th Addition | 5     | 2   | TBD            | 1.00        | 51            | 0.16                    | 0.16                             | 1                | \$21,893.78                  |
| Eaglewood 7th Addition | 5     | 3   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,526.53                  |
| Eaglewood 7th Addition | 5     | 4   | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,472.87                  |
| Eaglewood 7th Addition | 5     | 5   | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,431.01                  |
| Eaglewood 7th Addition | 5     | 6   | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,400.96                  |
| Eaglewood 7th Addition | 5     | 7   | TBD            | 1.00        | 51            | 0.15                    | 0.15                             | 1                | \$21,536.67                  |
| Eaglewood 7th Addition | 5     | 8   | TBD            | 0.00        | 0             | 3.00                    | 0.00                             | 0                | \$0.00                       |
| Eaglewood 7th Addition | 5     | 9   | TBD            | 1.00        | 90.11         | 0.24                    | 0.24                             | 1                | \$37,403.36                  |
| Eaglewood 7th Addition | 5     | 10  | TBD            | 1.00        | 50            | 0.21                    | 0.21                             | 1                | \$22,732.72                  |
| Eaglewood 7th Addition | 5     | 11  | TBD            | 1.00        | 41            | 0.17                    | 0.17                             | 1                | \$18,534.81                  |
| Eaglewood 7th Addition | 5     | 12  | TBD            | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,580.19                  |
| Eaglewood 7th Addition | 5     | 13  | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,261.71                  |
| Eaglewood 7th Addition | 5     | 14  | TBD            | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |

| Division               | Block | Lot | GIS PIN | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|------------------------|-------|-----|---------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Eaglewood 7th Addition | 5     | 15  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 16  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 17  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 18  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 19  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 20  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 21  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,251.79                  |
| Eaglewood 7th Addition | 5     | 22  | TBD     | 1.00        | 41            | 0.12                    | 0.12                             | 1                | \$17,269.76                  |
| Eaglewood 7th Addition | 5     | 23  | TBD     | 1.00        | 49            | 0.16                    | 0.16                             | 1                | \$21,036.11                  |
| Eaglewood 7th Addition | 5     | 24  | TBD     | 1.00        | 49            | 0.16                    | 0.16                             | 1                | \$21,027.09                  |
| Eaglewood 7th Addition | 5     | 25  | TBD     | 1.00        | 51            | 0.15                    | 0.15                             | 1                | \$21,588.40                  |
| Eaglewood 7th Addition | 5     | 26  | TBD     | 1.00        | 68            | 0.20                    | 0.20                             | 1                | \$28,807.52                  |
| Eaglewood 7th Addition | 5     | 27  | TBD     | 1.00        | 50            | 0.16                    | 0.16                             | 1                | \$21,470.58                  |
| Eaglewood 7th Addition | 5     | 28  | TBD     | 1.00        | 50            | 0.14                    | 0.14                             | 1                | \$20,942.29                  |
| Eaglewood 7th Addition | 5     | 29  | TBD     | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,580.19                  |
| Eaglewood 7th Addition | 5     | 30  | TBD     | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,608.63                  |
| Eaglewood 7th Addition | 5     | 31  | TBD     | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,636.80                  |
| Eaglewood 7th Addition | 5     | 32  | TBD     | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,665.24                  |
| Eaglewood 7th Addition | 5     | 33  | TBD     | 1.00        | 41            | 0.13                    | 0.13                             | 1                | \$17,692.88                  |
| Eaglewood 7th Addition | 5     | 34  | TBD     | 1.00        | 55            | 0.18                    | 0.18                             | 1                | \$23,778.97                  |
| Eaglewood 7th Addition | 5     | 35  | TBD     | 1.00        | 56            | 0.22                    | 0.22                             | 1                | \$25,127.76                  |

|                             |  |  |  |  |                |               |               |            |                       |
|-----------------------------|--|--|--|--|----------------|---------------|---------------|------------|-----------------------|
| <b>Construction Dollars</b> |  |  |  |  | <b>3916.11</b> | <b>113.33</b> | <b>106.14</b> | <b>623</b> | <b>\$2,533,000.00</b> |
|-----------------------------|--|--|--|--|----------------|---------------|---------------|------------|-----------------------|

|                       |                       |
|-----------------------|-----------------------|
| Local S & W           | \$616,308.02          |
| Local Street          | \$440,279.19          |
| Local Street Lighting | \$39,844.08           |
| Local Storm           | \$195,225.95          |
| Pond                  | \$608,342.76          |
| <b>Total</b>          | <b>\$1,900,000.00</b> |

Engineering, admin., legal, etc. = 22.79%

|                                  |                       |
|----------------------------------|-----------------------|
| <b>Based on Assessment Total</b> |                       |
| Local S & W                      | \$756,761.37          |
| Local Street                     | \$540,616.50          |
| Local Street Lighting            | \$48,924.34           |
| Local Storm                      | \$239,716.91          |
| Pond                             | \$746,980.87          |
| Land Acquisition                 | \$200,000.00          |
| Hookup Fee                       |                       |
| <b>Total Assessment</b>          | <b>\$2,533,000.00</b> |

|                                   |          |
|-----------------------------------|----------|
| Local Sewer & Water Cost per FF   | \$193.24 |
| Local Street Cost per FF          | \$138.05 |
| Local Street Lighting Cost per FF | \$12.49  |
| Local Storm Cost per SF           | \$0.41   |
| Pond Cost per SF                  | \$0.16   |
| Land Acquisition Cost per SF      | \$0.04   |
| Hookup Fee Cost per SF            | \$0.00   |



**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

|  |
|--|
| OFFICE USE:<br>AGENDA ITEM # <u>15</u> |
|--|

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **April 1, 2019**

**\*\* Proposed "Consent" or "Regular" Item? Regular \*\***

3. DESCRIPTION OF REQUEST:
  - Review Petition for Improvements to serve Brooks Harbor 9<sup>th</sup> Addition
  - Review map and legal description for the creation of an improvement district, which is to be designated as "Sewer, Water, Storm and Street Improvement District No. 1323"
  - Review Engineer's Report for Sewer, Water, Storm and Street Improvement District No. 1323, prepared by Moore Engineering as directed and reviewed by Dustin T. Scott, City Engineer.
4. LOCATION (address; legal; etc.):
  - Brooks Harbor 9<sup>th</sup> Addition
5. ACTION(S) REQUESTED:
  1. Approve the creation of "Sewer, Water, Storm and Street Improvement District No. 1323" (*pursuant to N.D.C.C. 40-22-08 & 40-22-09*).
  2. Direct the Engineer to prepare Engineer's Report for "Sewer, Water, Storm and Street Improvement District No. 1323" (*pursuant to N.D.C.C. 40-22-10*).
  3. Approve the Engineer's Report and direct the Engineer to prepare detailed plans and specifications for the construction of "Sewer, Water, Storm and Street Improvement District No. 1323" (*pursuant to N.D.C.C. 40-22-11*).

March 20, 2019

City of West Fargo  
Attn: Ms. Tina Fisk, City Administrator  
800 4<sup>th</sup> Street East Suite #1  
West Fargo, ND 58078

We are the legal and equitable owners of properties in the proposed plat area named Brooks Harbor 9<sup>th</sup> Addition as shown on Exhibit A (hereinafter the "properties").

We hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: sanitary sewer, water main, storm sewer, curb and gutter, asphalt streets, sidewalks, street lights, median cuts on 9<sup>th</sup> Street, and designed to support construction of 4' basements without importing excessive amounts of clay or overly deep sanitary sewer services (hereinafter the "**Improvements**").

We hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against my/our Property and hereby agree to pay the entire cost as levied and apportioned by the city.

We respectfully request that a substantial completion date of no later than July 15, 2019 be incorporated into the bidding document and contract.

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

Sincerely,



Rob Jordahl, President  
Jordahl Custom Homes

**WARRANTY DEED**

THIS INDENTURE, made this 21<sup>st</sup> day of February, 2019, between KLC Holdings LLC, a limited liability company under the laws of the State of North Dakota, Grantor, and Jordahl Custom Homes, Inc., Grantee, whose post office address is 4802 Amber Valley Parkway, Fargo, North Dakota 58104.

WITNESSETH, For and in consideration of the sum of One and No/100ths Dollars (\$1.00), Grantor does hereby GRANT to the Grantee all of the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

**Lot One, in Block Two, of Brooks Harbor Fifth Addition to the City of West Fargo, situate in the County of Cass and the State of North Dakota.**

*This legal description was obtained from a previously recorded document.*

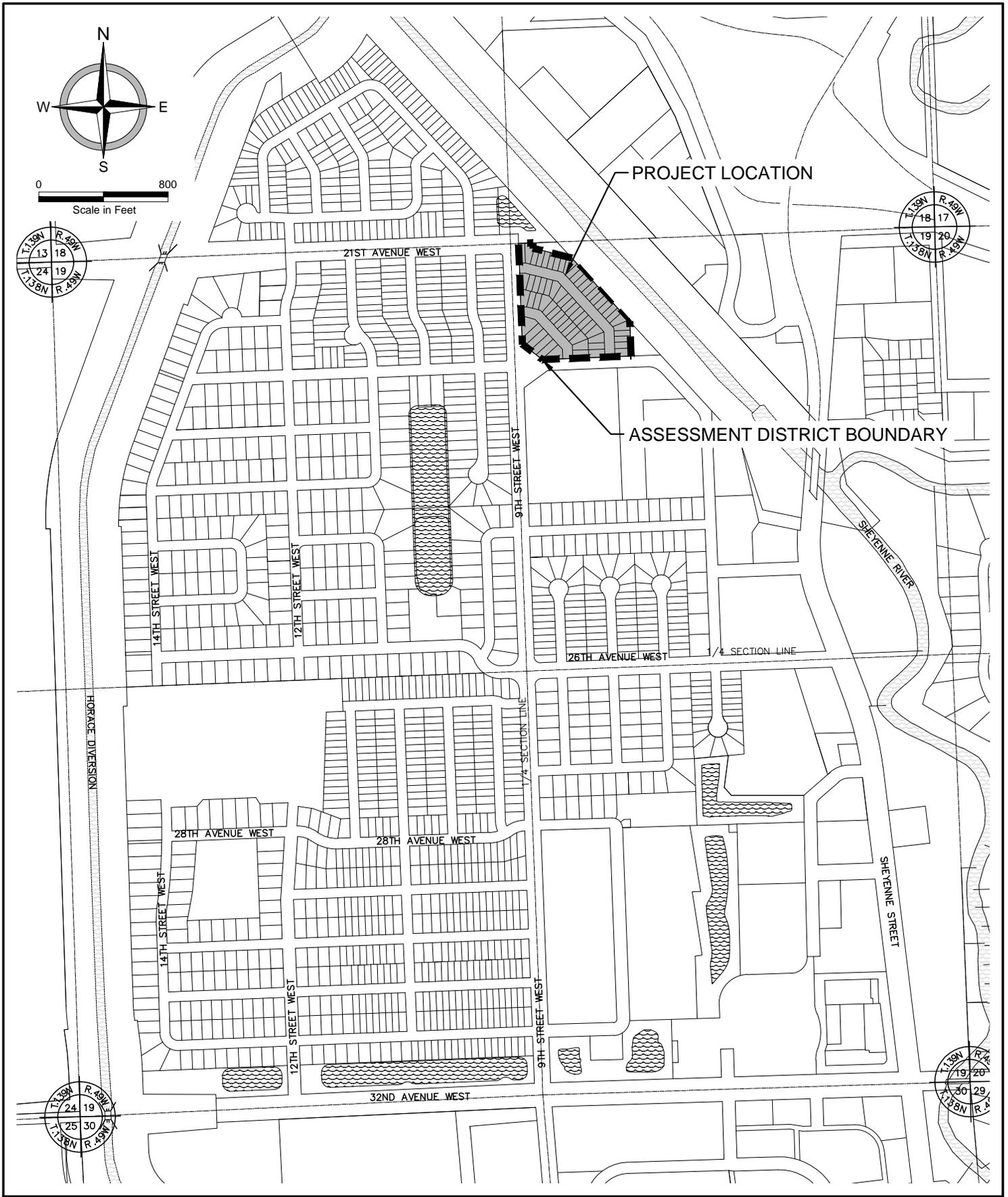
I certify that the full consideration paid for the property described in this deed is \$ 1,070,745.<sup>00</sup>.

Dated: February 21, 2019

  
\_\_\_\_\_  
Grantee or Agent

And the Grantor, for itself, its successors and assigns, does covenant with the Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection, and easements, covenants and restrictions of record; and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the Grantor will





IMPROVEMENT DISTRICT MAP  
 SEWER, WATER, STORM AND STREET  
 IMPROVEMENT DISTRICT NO. 1323  
 BROOKS HARBOR 9TH ADDITION  
 WEST FARGO, NORTH DAKOTA

PROJECT No. 20502A  
 DATE: 03.07.19  
 REVISED: -  
 DRAWN BY: AJS  
 CHECKED BY: -



#20502A  
03/12/19

**WEST FARGO SEWER, WATER, STORM AND STREET  
IMPROVEMENT DISTRICT NO. 1323:**

ASSESSMENT DISTRICT DESCRIPTION:

ALL OF LOT 1, BLOCK 2, BROOKS HARBOR 5TH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

# City of West Fargo, North Dakota

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## *Sewer, Water, Storm and Street Improvement*

### *District No. 1323*

### *Brooks Harbor 9<sup>th</sup> Addition*

### *Engineer's Report*

This document was originally issued and sealed by Matthew W. Welle, Registration No. PE-9494, on 03/28/2019 and the original document is stored at Moore Engineering, Inc., West Fargo, N.D.



March 2019  
Project No. 20502A

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Exhibit 4: Regional Retention Summary

Exhibit 5: Engineer's Opinion of Probable Cost

Exhibit 6: Preliminary Special Assessment Allocations

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## 1. INTRODUCTION

The City of West Fargo, North Dakota (“City”) received a petition for improvements (“Improvements”) for the proposed plat Brooks Harbor 9<sup>th</sup> Addition (“Property”) (see Preliminary Plat in Appendix A) on March 20, 2019. The Improvements were requested from the owners of the Property, Jordahl Custom Homes (“Developer”). The Improvements consist of City infrastructure to service the Property. The purpose of this preliminary engineer’s report is to establish the general nature, purpose, and feasibility of the proposed Improvements as well as estimate the probable costs of the Improvements.

Additionally, this report will indicate the existing conditions of the Property; Improvement alternatives; evaluations of the alternatives; recommendations for the proposed Improvements; and funding related to the Improvements and prior City improvements associated with the Property.

## 2. EXISTING CONDITIONS

### *2.1. Land Use*

The Property is currently used for agriculture, however, it is part of a master plan to be developed for residential use. This property was previously platted as part of Brooks Harbor 5<sup>th</sup> Addition, which consisted of one large parcel. The Property is adjacent to residential developments on the west and northwest. On the northeast side of the Property is Southeast Cass Water Resource District (“SE Cass”) property which contains the West Fargo Diversion (“Diversion”). To the east of the Property is City of West Fargo owned property for a regional water tower (WT-7). South of the Property is Brooks Harbor Elementary owned by the West Fargo Public Schools and a regional park area owned by the West Fargo Park District.

### *2.2. Main City Infrastructure*

Accessible City right-of-way abuts the Property on the west and south sides (see Appendix A). Based on City Record Drawings, west of the Property is 9<sup>th</sup> Street West, a collector corridor containing regional sanitary sewer, watermain, storm sewer and streets. To the south is 22<sup>nd</sup> Avenue West, a local street corridor containing regional watermain and local sanitary sewer, storm sewer and streets.

The master plan for this Property has changed periodically throughout the life of the development. During a previous City improvement district, this Property was master planned to be a church at the request of the developer at the time. For this reason, the City provided a sanitary sewer service (6 inch

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PVC), water service (4 inch PVC domestic & 6 inch PVC fire suppression), storm sewer (21 inch RCP) and driveway to service the Property from 22<sup>nd</sup> Avenue West. Due to the change as represented by the proposed plat of the Property, the provided City infrastructure services will likely not be adequate and servicing the Property will require making new connections to the adjacent City infrastructure which will be more impactful and costly. The Main City Infrastructure includes, but is not limited to, the following:

### **2.2.1. Sanitary Sewer**

Gravity sanitary sewer main (8 inch PVC) is available to serve the Property within the City right-of-way adjacent to the Property to the west and south. The existing gravity sanitary sewer system conveys flows to the existing sanitary sewer lift station (SA 34), which was master planned to service this Property and it is assumed to have adequate capacity. This lift station discharges into a gravity interceptor line which conveys flows to the South Regional Lift Station (SA 27). This regional lift then pumps the flow north to the City's Lagoon wastewater system.

### **2.2.2. Watermain**

Potable water (10 inch PVC) is available to serve the Property from the within the City right-of-way adjacent to the Property to the west and south. The water storage and pressures in this area are regionally provided mainly by the tower on 40<sup>th</sup> Avenue West (WT-5) and eventually the tower (currently under construction) adjacent to the Property to the east (WT-7), which collectively provides water pressures in excess of 4,000 gpm (and 50 psi) meeting the required fire demands.

### **2.2.3. Storm Sewer**

The Property is relatively flat and currently drains via sheet flow to the perimeters of the Property. Gravity storm sewer is available to serve the Property from within the City right-of-way adjacent to the Property which varies in size ranging from 15 inch to 54 inch RCP. Additionally, there are two (2) storm sewer easement locations where existing 12 inch PP gravity storm sewers service the Property. This existing gravity storm sewer system flows west along 22<sup>nd</sup> Avenue West to the existing storm water retention pond where it is pumped by storm sewer lift station (SM 67), which then discharges into the Horace to West Fargo Diversion. This lift station was master planned to service this Property and it is assumed to have adequate capacity.

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Based on City Records Drawings, regional stormwater retention of about 1.8 million cubic feet is currently provided for the 260 Acre Brooks Harbor and Highland Meadows developments, which consists of single family residential, multi-family residential and commercial properties. It is assumed all of these areas adequately drain to the regional retention system to effectively utilize this retention. Based on the City's Stormwater Retention Requirements Table dated March 2, 2006, regional retention is provided for each zoning or 'General Class' relative to the impervious areas for this development (See Appendix A).

#### **2.2.4. Street**

The adjacent streets are available to serve the Property. To the south is 22<sup>nd</sup> Avenue West which is a residential roadway section with has 4' and 10' wide sidewalks and serves as a local street. To the west is 9<sup>th</sup> Street West which is a two lane urban concrete street section with divided medians, 4' and 10' wide sidewalks and serves as a collector street for the development. There is a roundabout at the intersection of 22<sup>nd</sup> Avenue West and 9<sup>th</sup> Street West at the southwest corner of the Property. The existing street system within the development joins to arterial street system of the City.

#### **2.3. General Items**

In addition to the Main City Infrastructure components as mentioned, there are also General Infrastructure items adjacent to the Property. These items include Cluster Box Units, LED street lighting, street signage, and other miscellaneous items.

### **3. NEED FOR IMPROVEMENTS**

The Developer is petitioning for Improvements to develop the Property. The Improvements would complete the City infrastructure systems in this development, thereby providing a benefit in serving the area. The Improvements are also needed to service the proposed residential properties within the Property to allow construction of homes.

### **4. ALTERNATIVES CONSIDERED**

#### **4.1. DEVELOPER REQUESTED ALTERNATIVES**

##### **4.1.1. ALTERNATIVE 1 – Sanitary Sewer – Reduced Minimum Depth**

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The first alternative requested by the Developer is to provide shallower sanitary sewer services since the Developer will only construct bi-level homes on the Property, and feels the additional sewer depth is not needed. This would deviate from the typical City Design Standard. There may also be a cost savings during construction of the Improvements due to the decreased pipe depth. It should be noted, that if the Developer were to construct a home with a full basement, that home would likely need to have its own sanitary sewer ejector pump to lift the sewage to the proposed gravity system.

#### **4.1.2. ALTERNATIVE 2 – Collector Street – 9<sup>th</sup> Street Median Modifications**

The second alternative requested by the Developer is for full access at the Property's two street intersections at 9<sup>th</sup> Street West. Due to the existing median within the 9<sup>th</sup> Street corridor, this request would require removing existing concrete lanes, median, and paths. Additionally, this removal and street connection work would require the closure of this collector street throughout portions of the construction of the Improvements. A traffic study is not known to address this request.

### **4.2. CITY INFRASTRUCTURE ALTERNATIVES**

No alternatives were considered for the City Infrastructure Improvements (sanitary sewer, water main, storm sewer, streets or general items). However, three alternatives were determined and analyzed regarding grading and drainage along the northeastern edge of the Property adjacent to the Diversion owned by SE Cass. A brief summary of each 'Northeast Grading' alternative is as follows.

#### **4.2.1. ALTERNATIVE 1 – Northeast Grading – Match Existing Drainage**

The first alternative has the least impacts during construction and would consist of matching into the existing ground elevations along the northeast Property line and should not impact the adjacent SE Cass Property. This existing drainage was previously established by the City as part of Improvement District 1291, Brooks Harbor 5<sup>th</sup> & 6<sup>th</sup> Addition. The drainage was designed to accommodate one large parcel with sheet flow runoff from large green space areas from a proposed church.

#### **4.2.2. ALTERNATIVE 2 – West Grading – Modify Rear Property Drainage**

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The second alternative requires more construction activity than the first alternative, nor should it impact the adjacent SE Cass property. This alternate would require grading modifications to the existing drainage that runs along the adjoining property line on SE Cass property, however would remain on the Property. This alternative would likely require adding a storm sewer catch basin, excavating material to establish a new drainage swale, and providing 5 foot to 10 foot wide easements on the Property to contain the storm sewer and drainage swales. This work would shorten the length of the swales between storm sewer structures, which would be more consistent with City Design Standards.

#### **4.2.3. ALTERNATIVE 2 – Northeast Grading – Modify Property Line Drainage**

The third alternative requires construction activity that would impact the adjacent SE Cass property, thus requiring approval from SE Cass and likely a federal Section 408 permit (“Permit”) from the United States Army Corps of Engineers (“USACE”). This Permit is required when modifications are made to a federal project, which this alternate would likely be doing. This alternate would require grading modifications to the existing drainage that runs along the adjoining property line on SE Cass property. This alternative would likely require adding a storm sewer catch basin, excavating material to establish a new drainage swale, and providing 5 foot to 10 foot wide easements on the Property to contain the storm sewer and drainage swales. This would shorten the length of the swales between storm sewer structures, which would be more consistent with City Design Standards. The Permit process for this work is estimated to take at least 120 days which could have scheduling impacts to the installation of Improvements.

## **5. EVALUATION OF ALTERNATIVES**

One of the three ‘Northeast Grading’ alternatives will need to be selected to complete the Improvements.

Alternate 1 – The alternative to Match Existing Drainage is the least impactful during construction as well as the least expensive construction cost. However, with this alternative, there is potential for standing water within the swale due to the length as well as amount of lots between the high points and low points which could be a nuisance to the City and residents.

Alternate 2 – The alternative to Modify Rear Property Drainage would improve drainage but would have additional construction costs to modify the existing drainage. Since Improvements would be installed on

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the Property, storm sewer and drainage easements of approximately 5 to 10 feet wide from this adjoining property line would need to be acquired. However, a Permit would not be required from SE Cass.

Alternate 3 – The alternative to Modify Property Line Drainage would improve drainage but would have additional construction costs to modify the existing ditch. Additionally, this alternate would require federal approval and obtaining a Permit which could cause scheduling impacts or delays to the installation of Improvements.

## **6. RECOMMENDED ALTERNATIVE**

When evaluating which alternative would be the best solution for the City of West Fargo, based on feasibility of timing, cost and previous solutions to this matter, it is recommended that Alternative 2 (Modify Rear Property Drainage) would be the best alternative to meet the needs of the City and development. This alternative would reduce the amount of lots between the high points and low points thus reducing the potential for rear yard drainage issues which would provide a more long term drainage solution by utilizing storm sewer to eliminate the potentials of standing water in the ditch. Easement would likely be required, but the benefits seem to outweigh this consequence.

## **7. PROPOSED IMPROVEMENTS**

The proposed Improvements is summarized as follows:

- Main City Infrastructure
  - 8 inch gravity sanitary sewer mains and 6 inch services to all lots within the Property
  - 8 inch water mains and 1 inch services to all lots within the Property
  - Fire Hydrants to assist with fire protection of the Property
  - Various sized storm sewer to accommodate drainage of the Property
  - Local asphalt streets with curb & gutter
  - Collector concrete roadway modifications at proposed intersections
  - Modifying the rear drainage along the Diversion
- General Items
  - LED street lighting
  - Mailbox receptacles
  - Street signage

---

Upon completion of the Improvements, the necessary City Infrastructure will be provided to service the property for residential use. Furthermore, the City's Infrastructures systems will be complete in this area. The total cost of the project to install the Improvements is estimated to be \$1,400,000. The Engineer's Opinion of Probable Cost can be found in Appendix A.

## **8. FUNDING**

The Improvements are intended to be funded through the special assessment district 'Sewer, Water, Storm and Street Improvement District No. 1322.' Below is a summary of special assessments relating to the Property.

### ***8.1. EXISTING SPECIAL ASSESMENTS***

The Property currently has \$874,811.54 of existing special assessments from the following special assessment districts:

- District 1249 – Brooks Harbor 1<sup>st</sup> Addition - \$51,229.94
- District 1282 – Brooks Harbor 4<sup>th</sup> Addition - \$55,174.96
- District 1291 – Brooks Harbor 5<sup>th</sup> & 6<sup>th</sup> Additions - \$500,676.32
- District 2182 – County Road 17 Improvements - \$566.57
- District 2193 – 32<sup>nd</sup> Avenue – 9<sup>th</sup> Street to Sheyenne Street - \$163.38
- District 2233 – 32<sup>nd</sup> & 40<sup>th</sup> Avenues – East of Sheyenne Street - \$42,381.91
- District 2239 – 32<sup>nd</sup> & 40<sup>th</sup> Avenues – West of Sheyenne Street - \$44,030.01
- District 4050 – North Section 19 Storm Lift Station - \$162,102.84
- District 2017-1 – Brooks Harbor Elementary Park - \$18,485.61

When a property is subdivided and the plat is recorded, the existing special assessment balance is redistributed over the new parcels as directed by the City Engineer. The estimated redistribution of existing special assessment balance per lot ranges from \$10,000 to \$15,000 based on the 64 lots shown in preliminary plat.

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## **8.2. CURRENT 'PENDING' SPECIAL ASSESMENTS**

In addition to the existing special assessment districts, the Property is currently within a special assessment district for a project that is active and within the construction phase. This district is as follows:

- District 2250 - Sheyenne Street Reconstruction – Estimated \$113,565.69

It is anticipated that District 2250 assessments will be processed in 2020, after the Brooks Harbor 9th plat is recorded. As such, the current pending assessment balance on the existing property will be revised to account for the new single family parcels, which is about \$3,200 per lot.

## **8.3. PROPOSED IMPROVEMENTS SPECIAL ASSESMENTS**

The preliminary assessments for District 1323 (Brooks Harbor 9<sup>th</sup> Addition) are included in Appendix A. These assessment estimates were calculated based on the Engineer's Opinion of Probable Cost and in accordance with the City of West Fargo Special Assessment Policy. Any levied special assessments must be approved by the City's Special Assessment Commission and City Commission.

## **9. CONCLUSION**

The proposed Improvements are necessary to service the Property and would be in accordance with the City of West Fargo design standards for public improvements. Additionally, the proposed Improvements generally fall in line with previous design assumptions as well as the master plan to service the development and Property.

# **APPENDIX A**

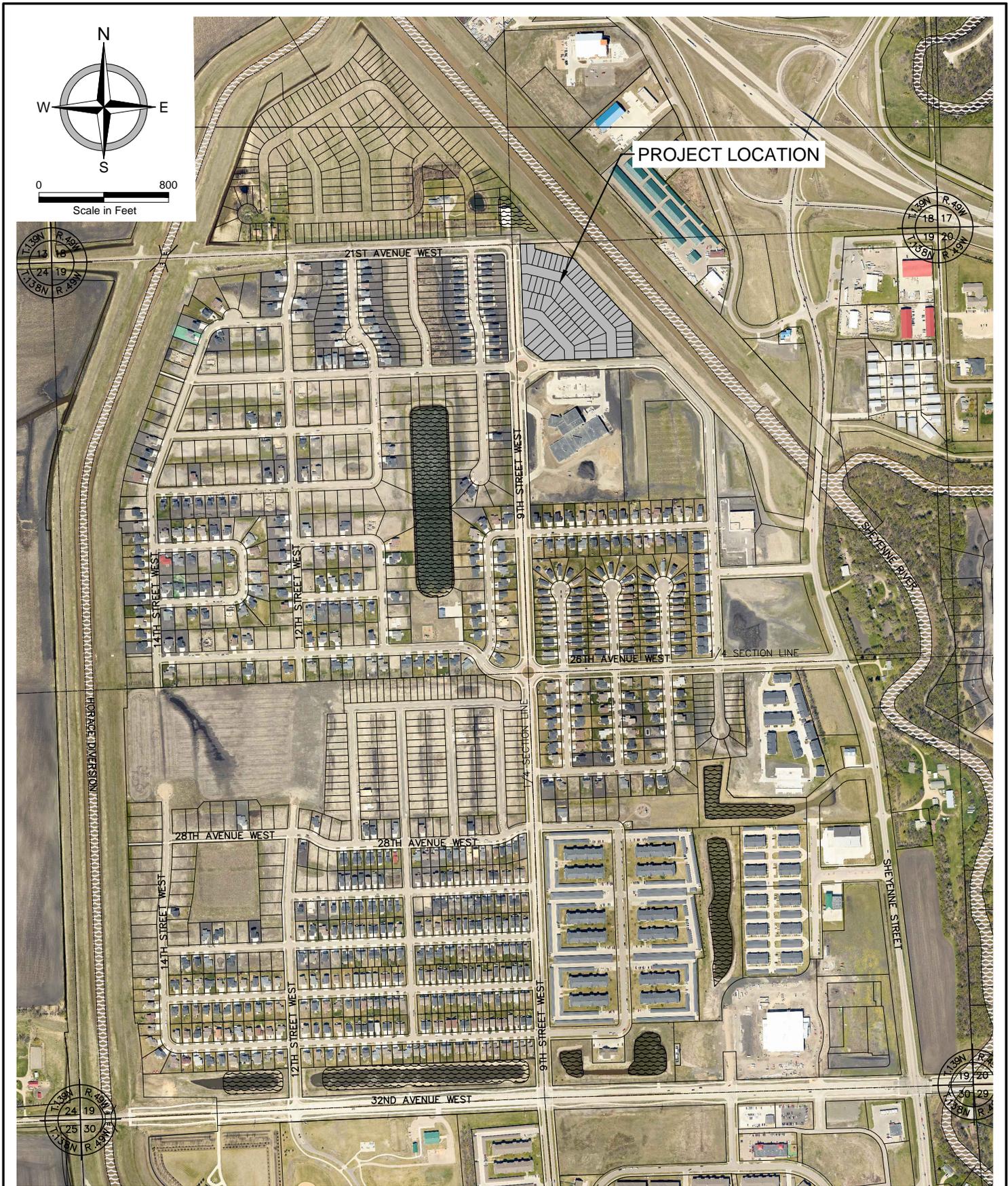


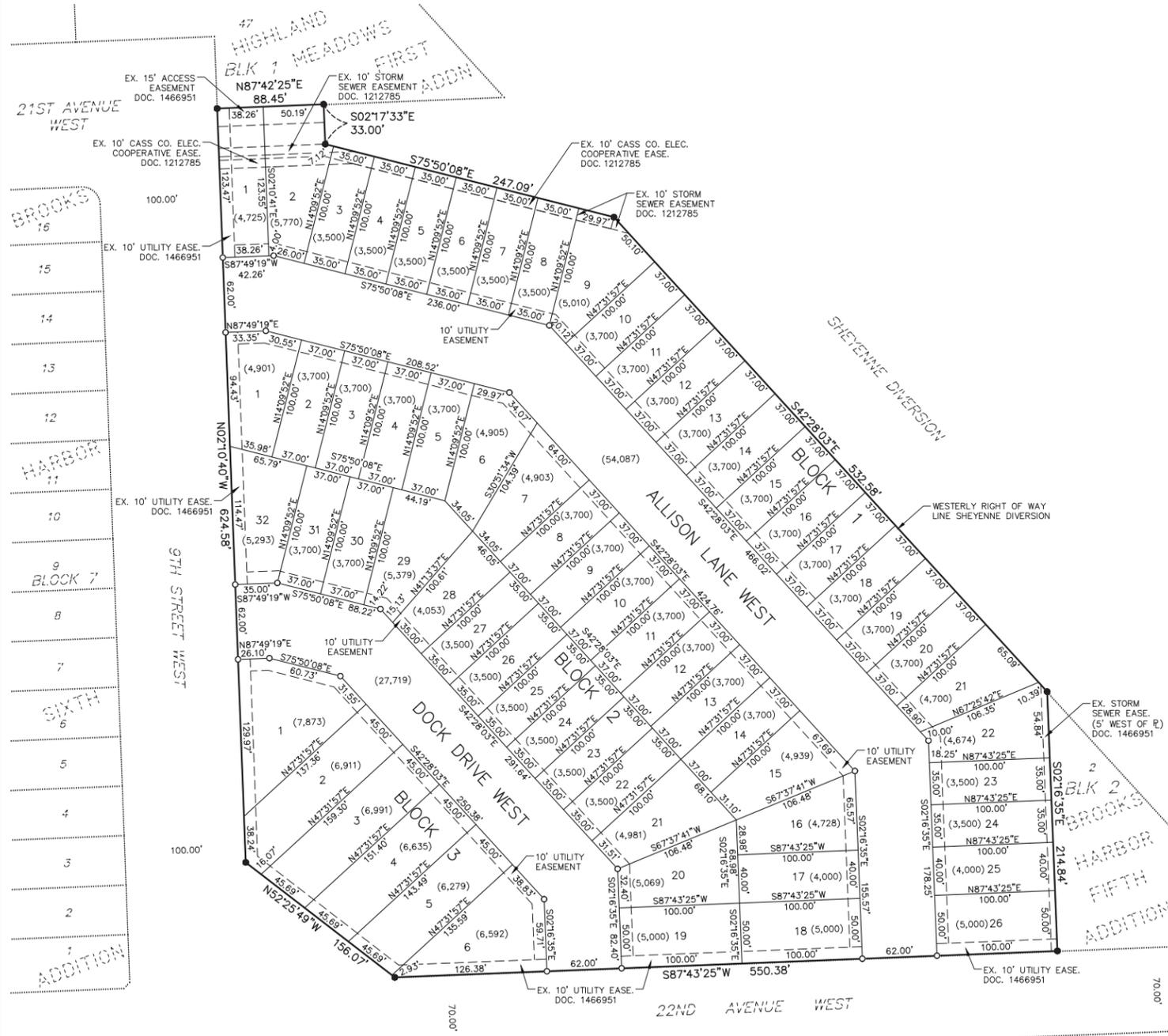
EXHIBIT 1: VICINITY MAP  
 SEWER, WATER, STORM AND STREET  
 IMPROVEMENT DISTRICT NO. 1323  
 BROOKS HARBOR 9TH ADDITION  
 WEST FARGO, NORTH DAKOTA

|             |          |
|-------------|----------|
| PROJECT No. | 20502A   |
| DATE:       | 03.07.19 |
| REVISED:    | -        |
| DRAWN BY:   | AJS      |
| CHECKED BY: | -        |



**PLAT OF  
BROOKS HARBOR NINTH ADDITION  
TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 2, BROOKS HARBOR  
FIFTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA**

**EXHIBIT 2**



**BASIS OF BEARINGS:** BROOKS HARBOR FIFTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

**UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO STREET RIGHTS OF WAY AS SHOWN UNLESS OTHERWISE NOTED.**

**LEGEND**

- IRON MONUMENT FOUND
- SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571
- ⊞ LOT AREAS IN SQUARE FEET
- ⊞ PROPERTY LINE

**EASEMENT OF RECORD:**

- CASS COUNTY RURAL WATER USERS, INC. DOC. 956930

**CERTIFICATE**

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "BROOKS HARBOR NINTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 2, BROOKS HARBOR FIFTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOT 1, BLOCK 2, BROOKS HARBOR FIFTH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 8.22 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD, IF ANY.



STEVEN W. HOLM  
REGISTERED LAND SURVEYOR  
REG. NO. LS-6571  
DATE \_\_\_\_\_

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**DEDICATION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "BROOKS HARBOR NINTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 2, BROOKS HARBOR FIFTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL DRIVES, LANES AND UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: JORDAHL CUSTOM HOMES, INC.

ROB JORDAHL, PRESIDENT

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROB JORDAHL, PRESIDENT, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF JORDAHL CUSTOM HOMES, INC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: WESTERN STATE BANK

BRAD JACOBSON, PRESIDENT

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRAD JACOBSON, PRESIDENT, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF WESTERN STATE BANK.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**CITY ENGINEER'S APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )



ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**WEST FARGO PLANNING COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

**WEST FARGO CITY COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

**WEST FARGO CITY ATTORNEY APPROVAL**

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

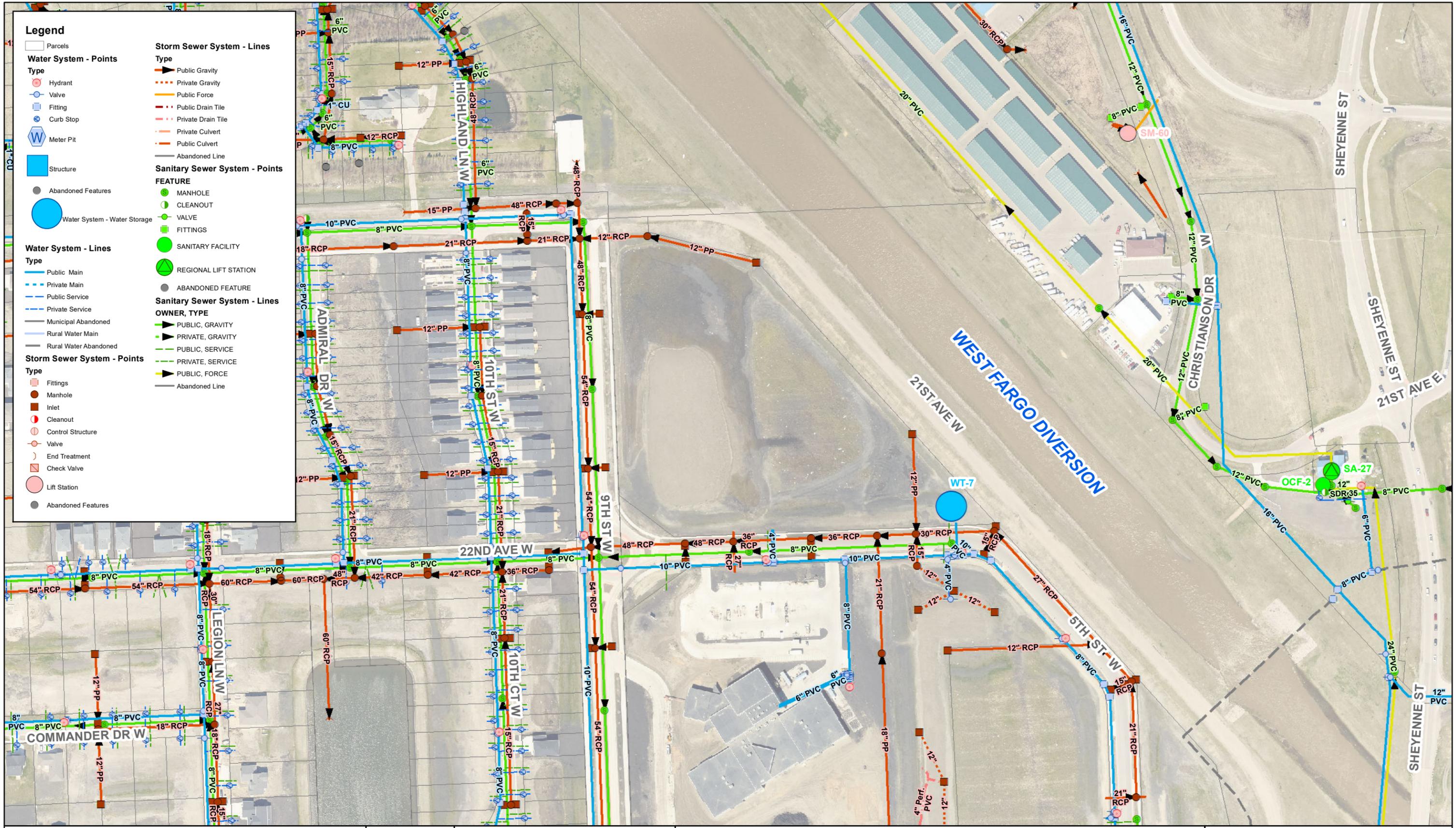
JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



**Legend**

**Water System - Points**

Type

- Hydrant
- Valve
- Fitting
- Curb Stop
- Meter Pit
- Structure
- Abandoned Features
- Water System - Water Storage

**Water System - Lines**

Type

- Public Main
- Private Main
- Public Service
- Private Service
- Municipal Abandoned
- Rural Water Main
- Rural Water Abandoned

**Storm Sewer System - Points**

Type

- Fittings
- Manhole
- Inlet
- Cleanout
- Control Structure
- Valve
- End Treatment
- Check Valve
- Lift Station
- Abandoned Features

**Storm Sewer System - Lines**

Type

- Public Gravity
- Private Gravity
- Public Force
- Public Drain Tile
- Private Drain Tile
- Private Culvert
- Public Culvert
- Abandoned Line

**Sanitary Sewer System - Points**

FEATURE

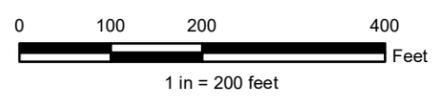
- MANHOLE
- CLEANOUT
- VALVE
- FITTINGS
- SANITARY FACILITY
- REGIONAL LIFT STATION
- ABANDONED FEATURE

**Sanitary Sewer System - Lines**

OWNER, TYPE

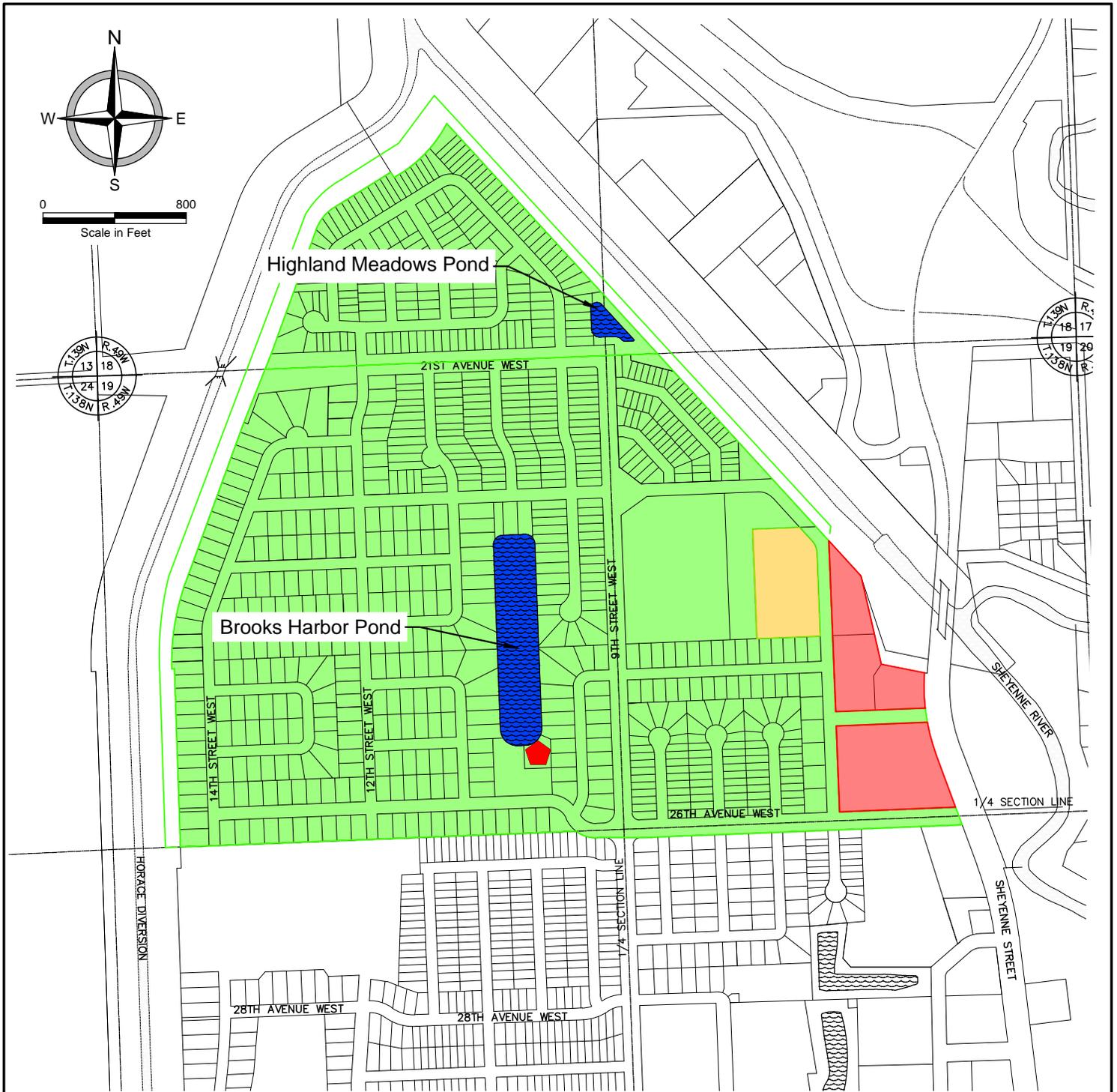
- PUBLIC, GRAVITY
- PRIVATE, GRAVITY
- PUBLIC, SERVICE
- PRIVATE, SERVICE
- PUBLIC, FORCE
- Abandoned Line

**EXHIBIT 3**  
**EXISTING CITY INFRASTRUCTURE**  
**SEWER, WATER, STORM & STREET IMP. DIST. NO 1323**  
**BROOKS HARBOR 9TH ADDITION**



Created By: TJS Date Created: 03/08/19 Date Saved: 03/11/19 Date Plotted: NEVER Date Exported: 03/11/19  
 Plotted By: Tanner.schmidt Parcel Date: 03/08/18 Aerial Image: 2018 County NAIP SIDS Elevation Data: Lidar  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
 T:\Projects\20500\20502A\20502A\_Brooks\_Harbor\_9th\_Addition.mxd





Brook's Harbor Pond  
 Freeboard: 899.00  
 High Water Level: 897.000  
 Normal Water Level: 892.00  
 Retention: 1,587,704 cf

Highland Meadows Pond  
 Freeboard: 899.00  
 High Water Level: 897.000  
 Normal Water Level: 892.00  
 Retention: 214,298 cf

**LEGEND**

|  |                            |
|--|----------------------------|
|  | 42% IMPERVIOUS (241 ACRES) |
|  | 70% IMPERVIOUS (5 ACRES)   |
|  | 90% IMPERVIOUS (12 ACRES)  |
|  | PONDS                      |
|  | SM67                       |

\*PER CITY OF WEST FARGO STORM WATER RETENTION REQUIREMENTS TABLE.

EXHIBIT 4  
 REGIONAL RETENTION SUMMARY  
 BROOKS HARBOR & HIGHLAND MEADOWS  
 WEST FARGO, NORTH DAKOTA

PROJECT No. -  
 DATE: 03.13.19  
 REVISED: -  
 DRAWN BY: AJS  
 CHECKED BY: -



**EXHIBIT 5**  
**SEWER, WATER, STORM AND STREET IMPROVEMENT DIST. NO. 1323**  
**BROOKS HARBOR 9TH ADDITION**  
**WEST FARGO ND**

Engineer's Opinion of Probable Cost  
(As of 03/27/19)

| <i>ITEM</i>  | <i>UNIT</i> | <i>ESTIMATED<br/>QUANTITY</i> | <i>UNIT PRICE</i> | <i>TOTAL</i>          |
|--|-------------|-------------------------------|-------------------|-----------------------|
| <b><u>Sanitary Sewer Items</u></b>                   |             |                               |                   |                       |
| 1. Sanitary Sewer - 8" PVC SDR 35                    | LF          | 1,500                         | \$30.00           | \$45,000.00           |
| 2. Sanitary Sewer Manhole                            | Each        | 9                             | \$4,500.00        | \$40,500.00           |
| 3. Sanitary Sewer Service Connection - 6" PVC SDR 26 | Each        | 64                            | \$250.00          | \$16,000.00           |
| 4. Sanitary Sewer Service - 6" PVC SDR 26            | LF          | 3,904                         | \$25.00           | \$97,600.00           |
| 5. Televising - Sanitary Sewer Main                  | LF          | 1,500                         | \$1.00            | \$1,500.00            |
| 6. Televising - Sanitary Sewer Service               | Each        | 64                            | \$100.00          | \$6,400.00            |
| <b><u>Water Main Items</u></b>                       |             |                               |                   |                       |
| 1. Water Main - 8" PVC C900                          | LF          | 1,500                         | \$25.00           | \$37,500.00           |
| 2. Gate Valve & Box - 6"                             | Each        | 5                             | \$1,000.00        | \$5,000.00            |
| 3. Gate Valve & Box - 8"                             | Each        | 7                             | \$1,500.00        | \$10,500.00           |
| 4. Hydrant   | Each        | 5                             | \$4,000.00        | \$20,000.00           |
| 5. Water Service - 1"                                | Each        | 64                            | \$500.00          | \$32,000.00           |
| 6. Water Service Line - 1"                           | LF          | 3,008                         | \$10.00           | \$30,080.00           |
| <b><u>Storm Sewer Items</u></b>                      |             |                               |                   |                       |
| 1. Storm Sewer - 4" Perforated PVC                   | LF          | 3,000                         | \$3.50            | \$10,500.00           |
| 2. Storm Sewer - 12" PP                              | LF          | 600                           | \$25.00           | \$15,000.00           |
| 3. Storm Sewer - 15" RCP                             | LF          | 750                           | \$35.00           | \$26,250.00           |
| 4. Storm Sewer Manhole                               | Each        | 9                             | \$3,500.00        | \$31,500.00           |
| 5. Storm Sewer Catch Basin - 2' x 3'                 | Each        | 8                             | \$2,000.00        | \$16,000.00           |
| 6. Storm Sewer Catch Basin - 30"                     | Each        | 4                             | \$1,500.00        | \$6,000.00            |
| <b><u>Roadway Items</u></b>                          |             |                               |                   |                       |
| 1. Excavation & Embankment                           | LSum        | 1                             | \$15,000.00       | \$15,000.00           |
| 2. Subgrade Preparation                              | SY          | 5,250                         | \$2.00            | \$10,500.00           |
| 3. Reinforcement Fabric                              | SY          | 5,250                         | \$1.50            | \$7,875.00            |
| 4. Gravel - 9" NDDOT Class 5                         | CY          | 1,300                         | \$30.00           | \$39,000.00           |
| 5. Curb & Gutter                                     | LF          | 3,000                         | \$15.00           | \$45,000.00           |
| 6. Asphalt Pavement - 5.5"                           | SY          | 4,000                         | \$20.00           | \$80,000.00           |
| 7. 9th Street West - Full Access Repair              | LSum        | 1                             | \$100,000.00      | \$100,000.00          |
| 8. 22nd Avenue West - Full Access Repair             | LSum        | 1                             | \$50,000.00       | \$50,000.00           |
| 9. Signing & Stripping                               | LSum        | 1                             | \$7,500.00        | \$7,500.00            |
| 10. Cluster Box Unit - 8 Unit                        | Each        | 8                             | \$1,500.00        | \$12,000.00           |
| <b><u>General Items</u></b>                          |             |                               |                   |                       |
| 1. Cleaning  | LSum        | 1                             | \$1,000.00        | \$1,000.00            |
| 2. Storm Water Management                            | LSum        | 1                             | \$5,000.00        | \$5,000.00            |
| 3. Traffic Control                                   | LSum        | 1                             | \$500.00          | \$500.00              |
| 4. Excavation - 6" Topsoil Stripping                 | CY          | 7,250                         | \$2.00            | \$14,500.00           |
| 5. Turf Establishment & Stabilization                | LSum        | 1                             | \$40,000.00       | \$40,000.00           |
| <b><u>Electrical Items</u></b>                       |             |                               |                   |                       |
| 1. Conductor - #6 USE/Cu.                            | LF          | 4,500                         | \$1.25            | \$5,625.00            |
| 2. Tracer Wire - #12                                 | LF          | 1,500                         | \$0.30            | \$450.00              |
| 3. Innerduct - 1.5" PVC                              | LF          | 1,500                         | \$3.50            | \$5,250.00            |
| 4. Concrete Base - 5'                                | Each        | 10                            | \$400.00          | \$4,000.00            |
| 5. Light Standard - Single LED and 14' Post          | Each        | 10                            | \$2,250.00        | \$22,500.00           |
| Construction Subtotal                                |             |                               |                   | \$913,030.00          |
| Contingencies  |             |                               |                   | \$186,970.00          |
| <b>Total Construction</b>                            |             |                               |                   | <b>\$1,100,000.00</b> |

|                          |                       |
|--------------------------|-----------------------|
| Studies and Report       | \$4,000.00            |
| Engineering              | \$121,000.00          |
| Permitting               | \$2,000.00            |
| Special Assessment Admin | \$4,000.00            |
| Material Testing         | \$15,000.00           |
| Legal & Administration   | \$110,000.00          |
| Bond Discount            | \$44,000.00           |
| <b>TOTAL PROJECT</b>     | <b>\$1,400,000.00</b> |

## EXHIBIT 6

### Preliminary Special Assessment Allocations

**Brooks Harbor 9th Addition**  
**Sewer, Water, Storm and Street Imp. Dist. No. 1323**

**Revised 03/12/19**  
**Moore Proj: 20502A**

| Subdivision or Legal Description                | Block | Lot | GIS PIN | Area Factor | Front Footage | Assessable Area (Acres) | Factored Assessable Area (Acres) | Equivalent Units | Total Preliminary Assessment |
|---|-------|-----|---------|-------------|---------------|-------------------------|----------------------------------|------------------|------------------------------|
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 1   | TBD     | 1.00        | 38            | 0.11                    | 0.11                             | 1                | \$20,878.93                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 2   | TBD     | 1.00        | 30            | 0.13                    | 0.13                             | 1                | \$18,432.17                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 3   | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 4   | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 5   | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 6   | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 7   | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 8   | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 9   | TBD     | 1.00        | 20            | 0.12                    | 0.12                             | 1                | \$14,166.01                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 10  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 11  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 12  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 13  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 14  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 15  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 16  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 17  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 18  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 19  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 20  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 21  | TBD     | 1.00        | 29            | 0.11                    | 0.11                             | 1                | \$17,424.57                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 22  | TBD     | 1.00        | 28            | 0.11                    | 0.11                             | 1                | \$17,027.18                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 23  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 24  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 25  | TBD     | 1.00        | 40            | 0.09                    | 0.09                             | 1                | \$21,219.56                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 1     | 26  | TBD     | 1.00        | 50            | 0.11                    | 0.11                             | 1                | \$25,626.00                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 1   | TBD     | 1.00        | 64            | 0.11                    | 0.11                             | 1                | \$30,918.86                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 2   | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 3   | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 4   | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 5   | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 6   | TBD     | 1.00        | 64            | 0.11                    | 0.11                             | 1                | \$30,921.19                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 7   | TBD     | 1.00        | 64            | 0.11                    | 0.11                             | 1                | \$30,920.02                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 8   | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 9   | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 10  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 11  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 12  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 13  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 14  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 15  | TBD     | 1.00        | 68            | 0.11                    | 0.11                             | 1                | \$32,469.84                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 16  | TBD     | 1.00        | 66            | 0.11                    | 0.11                             | 1                | \$31,582.13                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 17  | TBD     | 1.00        | 40            | 0.09                    | 0.09                             | 1                | \$21,219.56                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 18  | TBD     | 1.00        | 50            | 0.11                    | 0.11                             | 1                | \$25,626.00                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 19  | TBD     | 1.00        | 50            | 0.11                    | 0.11                             | 1                | \$25,626.00                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 20  | TBD     | 1.00        | 32            | 0.12                    | 0.12                             | 1                | \$18,786.83                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 21  | TBD     | 1.00        | 32            | 0.11                    | 0.11                             | 1                | \$18,735.40                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 22  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 23  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 24  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 25  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 26  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 27  | TBD     | 1.00        | 35            | 0.08                    | 0.08                             | 1                | \$19,016.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 28  | TBD     | 1.00        | 35            | 0.09                    | 0.09                             | 1                | \$19,339.57                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 29  | TBD     | 1.00        | 29            | 0.12                    | 0.12                             | 1                | \$17,821.44                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 30  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 31  | TBD     | 1.00        | 37            | 0.08                    | 0.08                             | 1                | \$19,897.63                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 2     | 32  | TBD     | 1.00        | 35            | 0.12                    | 0.12                             | 1                | \$20,064.34                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 3     | 1   | TBD     | 1.00        | 118           | 0.18                    | 0.18                             | 1                | \$53,294.47                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 3     | 2   | TBD     | 1.00        | 45            | 0.16                    | 0.16                             | 1                | \$24,832.00                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 3     | 3   | TBD     | 1.00        | 45            | 0.16                    | 0.16                             | 1                | \$24,878.76                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 3     | 4   | TBD     | 1.00        | 45            | 0.15                    | 0.15                             | 1                | \$24,670.68                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 3     | 5   | TBD     | 1.00        | 45            | 0.14                    | 0.14                             | 1                | \$24,462.60                  |
| Preliminary Plat for Brooks Harbor 9th Addition | 3     | 6   | TBD     | 1.00        | 99            | 0.15                    | 0.15                             | 1                | \$45,284.02                  |

| Construction Dollars (Includes Contingencies) |                       |
|---|-----------------------|
| Local S & W                                   | \$485,622.60          |
| Local Street                                  | \$261,286.60          |
| Local Street Lighting                         | \$45,570.79           |
| Local Storm                                   | \$126,803.06          |
| 9th St & 22nd Ave Street Work                 | \$180,716.95          |
| <b>Total</b>                                  | <b>\$1,100,000.00</b> |
| <b>Based on Assessment Total</b>              |                       |
| Local S & W                                   | \$618,065.12          |
| Local Street                                  | \$332,546.58          |
| Local Street Lighting                         | \$57,999.19           |
| Local Storm                                   | \$161,385.72          |
| 9th St & 22nd Ave Street Work                 | \$230,003.40          |
| Land Acquisition                              | \$0.00                |
| Hookup Fee                                    | \$0.00                |
| <b>Total Assessment</b>                       | <b>\$1,400,000.00</b> |

|  |                       |      |      |    |  |
|--|-----------------------|------|------|----|--|
|  | 2,639                 | 6.34 | 6.34 | 64 |  |
|  | <b>\$1,400,000.01</b> |      |      |    |  |

Engineering, Admin., Legal, etc. = 27.27%

|  |                   |
|--|-------------------|
| Local Sewer & Water Cost per FF                      | \$234.20          |
| Local Street Cost per FF                             | \$126.01          |
| Local Street Lighting Cost per FF                    | \$21.98           |
| Local Storm Cost per SF                              | \$0.58            |
| <b>9th St &amp; 22nd Ave Street Work Cost per EU</b> | <b>\$3,593.80</b> |
| Land Acquisition Cost per SF                         | \$0.00            |
| <b>Hookup Fee Cost per SF</b>                        | <b>\$0.00</b>     |