

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – June 22, 2020 **(Page 3-5)**
- D. Approval of Minutes – July 6, 2020 **(Page 6-8)**
- E. Building Permits

**Consent Agenda – Approve the Following:**

- a. Bills **(Page 9-18)**
- b. Approval of public liquor consumption for 2020 West Fargo Street Fair **(Page 19-20)**
- c. Approval of public liquor consumption during August and September Cruise Nights **(Page 21-22)**
- d. West Fargo Mutual Aid **(Page 23-27)**
- e. Approval to Hold First Reading and Public Hearing on the Zoning Ordinance Amendments regarding Sections 4-434 DMU: Downtown Mixed Use and 4-435 EMU: Entertainment Mixed Use District at 5:30 pm on August 3, 2020. **(Page 28-34)**

**Regular Agenda**

- 1. Discussion on Funding for Workforce Safety – **NDSCS – Eric Gjerdevig**
- 2. Recommendation for Appointment of West Fargo Chief of Police – **Tina Fisk**
- 3. 1<sup>st</sup> Reading of Changes to Ordinance 1160 – **Matt Andvik (Page 35-38)**
- 4. 1332- Create District and approve ER – **Dustin T. Scott (Page 39-61)**
- 5. 1331- Approve Plans and Bid Advertisement – **Dustin T. Scott (Page 62-64)**
- 6. 6055- Review Update – **Dustin T. Scott (Page 65-72)**
- 7. 1289.3- Award Contract – **Dustin T. Scott (Page 73-94)**
- 8. ARA- ARA Proposal – **Dustin T. Scott (Page 95-104)**
- 9. Ordinance No. 1153 – Fire Ordinance Amendment – **John Shockley (Page 105-111)**
- 10. Resolution Providing for the Issuance of Taxable Gross Revenue Bonds (Parameters Resolution)– **John Shockley (Page 112-146)**
- 11. Resolution Authorizing Sale of Lot Lot 3, Block 1, Koppang Addition to the City of West Fargo – **John Shockley (Page 147-148)**
- 12. COVID 19 Discussion – **Tina Fisk**
- 13. Revision of EDAC Organizational Guidelines – **Lauren Orchard (Page 149-158)**
- 14. West Fargo Public Library 2019 Annual Report – **Carissa Hanson (Page 159-176)**
- 15. Sandhills 4th Addition, Rezoning from A: Agricultural to LI: Light Industrial (Ordinance #1159). – **Lisa Sankey (Page 177-178)**
- 16. Hold Public Hearing for Partial Vacation of Park Property on Elmwood Court Addition and Final Plat Approval based on conditions listed in the staff report. 408 and 320 19th Avenue West (Lots 63 & 64, Block 2 of Elmwood Court Addition) – **Tim Solberg (Page 179-188)**
- 17. Hold Second Reading on the Rezoning and Final Plat Approval for Lots 1-4 and 20-22, Block 8 of Meadow Brook Park Subdivision– **Tim Solberg (Page 189-195)**
- 18. Approval of the Conditional Use Permit for 501 26th Avenue East (Lot 2, Block 7 of South Pond at the Preserve 1st Addition) – **Tim Solberg (Page 196-206)**
- 19. Approval of the Conditional Use Permit for 1215 19th Avenue East (Lot 2, Block 1 of Burlington Addition) – **Tim Solberg (Page 207-217)**



**West Fargo City Commission Meeting**  
**Monday July 20, 2020**  
**Commission Chambers 5:30 PM**

20. Approval for hiring West Fargo Events to coordinate large, City of West Fargo community events –  
**Melissa Richard (Page 218)**
21. Construction Report – **Dustin Scott**
22. City Administrator's Report – **Tina Fisk**
23. Correspondence
24. Non-Agenda Items
25. Adjourn



**West Fargo City Commission Meeting  
Monday, June 22, 2020  
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, June 22, 2020, at 5:30 p.m. Those present were Bernie Dardis, Eric Gjerdevig, Brad Olson, Mark Simmons, and Mike Thorstad. The President of the Board, Bernie Dardis, called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Order of Agenda as presented. No opposition. Motion carried.

Commissioner Dardis extended the City of West Fargo's thanks to Commissioner Mike Thorstad for his years of service to our community and to the commission. Commissioner Thorstad was given a plaque for his recognition. Commissioner Thorstad thanked the past and present City Commission, staff, and citizens of West Fargo for the recognition.

Commissioner Dardis administered the Oath of Office. Commissioner Simmons was first followed by Mandy George.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the appointment of Commissioner Olson as the Vice President to the Board of City Commission. Commissioner Olson abstained. No opposition. Motion carried.

Commissioner Olson moved and Commissioner George seconded to approve the following appointment for staff positions:

- a. City Administrator/Auditor – Tina Fisk
- b. City Attorney – Ohnstad Twichell, P.C. (John Shockley)
- c. City Engineer – Dustin Scott
- d. City Assessor – Nick Lee
- e. Building Inspections – Jay Sandvig
- f. Chief of Police – Interim Chief Jerry Boyer
- g. Chief of Fire Department – Dan Fuller
- h. City Forester – Chad Zander

There was no opposition. Motion carried.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the following appointment for staff positions:

- a. Primary Portfolios
  1. Planning & Zoning and Engineering Commissioner – Eric Gjerdevig
  2. Police and Fire Commissioner – Mark Simmons
  3. Street, Water and Sewer Commissioner – Brad Olson
  4. Sanitation Commissioner – Mandy George
  5. Administration/Finance Commissioner – Bernie Dardis



**West Fargo City Commission Meeting  
Monday, June 22, 2020  
Commission Chambers 5:30 PM**

There was no opposition. Motion carried.

Commissioner Olson moved and Commissioner George seconded to approve the following appointment for portfolios:

- b. Secondary Portfolios
  - 1. Planning & Zoning and Engineering Commissioner – Mark Simmons
  - 2. Police and Fire Commissioner – Mandy George
  - 3. Street, Water and Sewer Commissioner – Bernie Dardis
  - 4. Sanitation Commissioner – Brad Olson
  - 5. Administration/Finance Commissioner – Eric Gjerdevig

There was no opposition. Motion carried.

Commissioner George moved and Commissioner Gjerdevig seconded to approve the following appointments to committees:

- a. Fargo-Moorhead Metropolitan Council of Governments (2) – Brad Olson, Mandy George
- b. West Fargo Economic Development Advisory Committee (2) – Eric Gjerdevig, Brad Olson
- c. Greater Fargo-Moorhead Economic Development Corporation – Bernie Dardis
- d. Library Board – Mandy George
- e. Urban Forestry Committee – Mark Simmons
- f. Cass County Planning & Zoning – Brad Olson
- g. Fargo Cass Board of Public Health – Bernie Dardis
- h. Airport Authority Liaison – Mandy George
- i. Cable TV – Mark Simmons
- j. Fargo-Moorhead Flood Diversion Board of Authority – Bernie Dardis
- k. Diversion Project Assessment Committee – City Administrator Tina Fisk
- l. Fargo-Moorhead Convention and Visitor's Bureau – Economic Development Director Lauren Orchard
- m. Cass-Clay Food Systems Advisory Commission – Mandy George
- n. West Fargo Events (2) – Mark Simmons, Bernie Dardis
- o. MAT Transit – Brad Olson
- p. Liquor Control Board (2) – Mark Simmons, Eric Gjerdevig

There was no opposition. Motion carried.

Commissioner Dardis recognized the family members of the Commissioners.

There was no correspondence.

There were no non-agenda items.



**West Fargo City Commission Meeting**  
**Monday, June 22, 2020**  
**Commission Chambers 5:30 PM**

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

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Bernie Dardis, Commission President

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Tina Fisk, City Administrator



**West Fargo City Commission Meeting  
Monday, July 6, 2020  
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, July 6, 2020, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Brad Olson, Mark Simmons, and Mandy George. The President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

There were no proposed changes to the Order of Agenda. Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Order of Agenda as presented. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the minutes of June 15, 2020 as presented. No opposition. Motion carried.

The Commission reviewed the Building Department Activity and Monthly Comparison dated July 6, 2020 and Building Permits #316-382. Commissioner Olson moved and Commissioner George seconded to approve the Building Permits as presented. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the following items from the Consent Agenda:

- a. Bills
- b. Approval of an extension for 12 months with the ability to reapply for a Temporary Use Permit for Heritage Homes at 5513 8th St W (Lot 2, Block 1, Wilds 9th Addition).
- c. Games of Chance for the American Legion Department of ND. Games to be conducted: Raffle on 9-11-2020 at the American Legion Department of ND Office at 405 West Main Avenue Suite 4a.
- d. Games of Chance for STOMP. Games to be conducted: Raffle on 7-01-2020 to 3-1-2021 at the Brewtus Brickhouse at 635 32nd Ave E Suite 108.
- e. Approval of amendment to lease agreement between the West Fargo Public Schools and City of West Fargo on behalf of the West Fargo Public Library.
- f. Final Plat Approval for Highland Meadows 6th, a Replat. Lots 17-19, Block 2 of Highland Meadows 5th Addition, City of West Fargo, North Dakota.

No opposition. Motion carried.

Lisa Sankey, Planning & Zoning Planner, appeared before the Commission for a Public Hearing at 5:30 pm for the Rezoning of Sandhills 4th Addition, a Replat and Rezoning from A: Agricultural to LI: Light Industrial (Ordinance #1159). Commissioner Dardis moved out of the regular agenda and into the Public Hearing. No speakers came forward and the Public Hearing was closed by Commissioner Dardis. After discussion, Commissioner Simmons moved to approve the Replat and Rezoning from A: Agricultural to LI: Light Industrial with the four recommendations, Commissioner George seconded. No opposition. Motion carried.



**West Fargo City Commission Meeting**  
**Monday, July 6, 2020**  
**Commission Chambers 5:30 PM**

Whitney Irish appeared before the Commission to request to purchase approximately .29 acres of a City owned parcel at Lot 3 Block 1 Koppang. After discussion, Commissioner George moved to direct the city attorney to prepare the resolution and city staff to engage a real estate agent and Commissioner Simmons seconded. No opposition. Motion carried.

John Richmond NDSCS President and Tony Grindberg appeared before the Commission to give highlights of the NDSCS Career Workforce Academy and answer any questions of the Commission. After discussion, Commissioner Gjerdevig moved to approve expenditure of \$800,000 over 5 years with contingencies, a roll call vote was taken as follows, Commissioner George Yes, Commissioner Olson Yes, Commissioner Dardis Yes, Commissioner Simmons No, Commissioner Gjerdevig Yes. Motion carried.

Melissa Richard, Communications Director, appeared before the Commission to give an update on the 2020 Census. No action was requested of the Commission.

Melissa Richard, Communications Director, appeared before the Commission not asking for approval but for feedback on the Proposal for a community inclusion plan. No action was requested of the Commission.

Tina Fisk City Administrator appeared before the Commission to discuss the COVID 19 Recommendations -Public Health, CDC and West Fargo Community Events. Mike Amundson West Fargo Events Executive Director spoke on behalf of the West Fargo Events. Lance Johnson of Epic Management spoke on behalf of Epic Management. Chief Dan Fuller spoke on behalf of the West Fargo Fire Department as well as Interim Chief Jerry Boyer spoke on behalf of the West Fargo Police Department. After discussion, Commissioner George made a motion that the City Commission would make the decision of any City event closures. There was no second, the motion died due to the lack of a second.

Dustin Scott, City Engineer, appeared before the Commission to discuss the Petition for Improvements requesting city infrastructure to service Westview 4th Addition. He directed staff to evaluate infrastructure needs for the development and then include it in our Capital Improvement Plan. Commissioner Simmons moved to approve and Commissioner Olson seconded. Commissioner George opposed. Motion carried.

Dustin Scott, City Engineer, appeared before the Commission to provide construction updates. Minimal construction updates: River gates were closed on Friday afternoon which has put the diversion into operation. Road closures on 32<sup>nd</sup> and 9<sup>th</sup> St W, due to a water main project. No action requested.

City Administrator Tina Fisk appeared before the Commission and provided the following for the City Administrator Report:

- a. Ribbon Cutting at the Plaza at the Lights on July 14<sup>th</sup> at 5:00 p.m.



**West Fargo City Commission Meeting  
Monday, July 6, 2020  
Commission Chambers 5:30 PM**

- b. Travis Johnson, Code Enforcement Coordinator, will be transitioned into the Liquor Control Board in replace of Pierre Freeman, Emergency Management Coordinator
- c. Update on COVID Testing for City Hall – Events went well

Commissioner Dardis adjourned the meeting in order to hold the Closed Executive Session Pursuant to N.D.C.C. § 44-04-19.1 with the City Attorney to discuss settlement agreement regarding City of West Fargo v. Miller in Sewer Improvement District 1308. This session took place at 7:30 p.m. in the West Fargo Room located within City Hall next to the Commission Chambers.

Commissioner Dardis recalled the meeting to order at 8:00 p.m.

Tina Fisk, City Administrator, drew the Commission's attention to the correspondence. 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, Commission President

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Tina Fisk, City Administrator

Consent Agenda a

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87468	S	489 3-D SPECIALITIES	2968.58	07/07/20	_____	CL 91460 CL 91471 CL 91478	2643.00 268.30 57.28
87469	S	808 A & L LANDSCAPING	191.53	07/07/20	_____	CL 91366	191.53
87470	S	3279 ACCELERATED GREEN WORKS INC	1680.00	07/07/20	_____	CL 91438	1680.00
87471	S	289 ACME TOOLS	1797.61	07/07/20	_____	CL 91393 CL 91441	608.61 1189.00
87472	S	999999 ADESA AUCTION CO	470.00	07/07/20	_____	CL 91329	470.00
87473	S	779 AGASSIZ SEED COMPANY	340.00	07/07/20	_____	CL 91455	340.00
87474	S	999999 ALICIA REXIN	190.00	07/07/20	_____	CL 91496	190.00
87475	S	3551 ALL SEASON'S LAWN CARE	450.00	07/07/20	_____	CL 91506	450.00
87476	S	3490 AMAZON CAPITAL SERVICES	686.15	07/07/20	_____	CL 91365 CL 91459 CL 91490 CL 91523	140.88 65.34 239.99 239.94
87477	S	2742 AMBASSADOR INC	7298.59	07/07/20	_____	CL 91543	7298.59
87478	S	317 AMERICAN WELDING & GAS, INC.	364.88	07/07/20	_____	CL 91532	364.88
87479	S	3511 ASPEN MILLS	83.38	07/07/20	_____	CL 91548	83.38
87480	S	999999 AUTUMN NELSON	300.00	07/07/20	_____	CL 91505	300.00
87481	S	1695 BAKER & TAYLOR	4407.89	07/07/20	_____	CL 91373 CL 91571	86.67 4321.22
87482	S	2641 BATTERY SYSTEMS	68.08	07/07/20	_____	CL 91526	68.08
87483	S	2826 BCBS OF ND	477.50	07/07/20	_____	CL 91378	477.50
87484	S	1403 BLUE TARP FINANCIAL, INC	10.03	07/07/20	_____	CL 91522	10.03
87485	S	26 BORDER STATES INDUSTRIES INC	5702.63	07/07/20	_____	CL 91392 CL 91470 CL 91535	92.19 497.28 5113.16
87486	S	3512 BOUND TREE MEDICAL, LLC	1559.14	07/07/20	_____	CL 91550	1559.14

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87487	S	73 BRAUN INTERTEC	27170.50	07/07/20			
						CL 91315	27170.50
87488	S	999999 BRENDEN RENO	300.00	07/07/20			
						CL 91498	300.00
87489	S	953 BROCK WHITE COMPANY	283.25	07/07/20			
						CL 91385	283.25
87490	S	16 BROKERAGE PRINTING	1144.46	07/07/20			
						CL 91316	73.50
						CL 91351	85.05
						CL 91437	25.00
						CL 91476	579.43
						CL 91563	381.48
87491	S	351 BUSINESS ESSENTIALS	1108.66	07/07/20			
						CL 91349	58.47
						CL 91374	129.15
						CL 91375	219.22
						CL 91377	517.33
						CL 91424	11.70
						CL 91465	17.28
						CL 91475	8.56
						CL 91491	146.95
87492	S	39 BUTLER MACHINERY	1133.39	07/07/20			
						CL 91386	92.78
						CL 91518	1040.61
87493	S	61 CASS COUNTY FINANCE	2125.00	07/07/20			
						CL 91359	510.00
						CL 91379	1615.00
87494	S	46 CASS RURAL WATER USERS	31.70	07/07/20			
						CL 91537	31.70
87495	S	2875 CENTRAL LANDSCAPE	2620.00	07/07/20			
						CL 91382	1747.00
						CL 91469	873.00
87496	S	2429 CERTIFIED LABORATORIES	660.00	07/07/20			
						CL 91449	660.00
87497	S	999999 CHRIS HANSON	190.00	07/07/20			
						CL 91495	190.00
87498	S	3216 CINTAS	178.66	07/07/20			
						CL 91337	89.33
						CL 91456	89.33
87499	S	111 CITY OF FARGO	72121.21	07/07/20			
						CL 91341	43936.10
						CL 91357	752.00
						CL 91451	736.00
						CL 91558	26697.11
87500	S	3167 City of West Fargo	111.00	07/07/20			
						CL 91549	111.00
87501	S	999999 CITY OF WEST FARGO	255.50	07/07/20			
						CL 91562	255.50

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87502	S	3021 CIVICPLUS	158.00	07/07/20			
						CL 91327	158.00
87503	S	229 CONSOLIDATED COMMUNICATIONS	1690.55	07/07/20			
						CL 91566	1690.55
87504	S	3245 CORE & MAIN	847.18	07/07/20			
						CL 91362	432.66
						CL 91388	119.60
						CL 91447	294.92
87505	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	89.91	07/07/20			
						CL 91445	89.91
87506	S	3500 CUMMINS SALES AND SERVICE	1529.54	07/07/20			
						CL 91552	1529.54
87507	S	65 CURT'S LOCK & KEY	201.52	07/07/20			
						CL 91529	201.52
87508	S	662 CUSTOM GRAPHICS, INC	592.50	07/07/20			
						CL 91347	592.50
87509	S	856 DAVE'S WEST FARGO TIRE	308.47	07/07/20			
						CL 91309	59.81
						CL 91332	119.63
						CL 91432	103.36
						CL 91463	25.67
87510	S	1825 DELL MARKETING LP	17285.25	07/07/20			
						CL 91565	17285.25
87511	S	77 DEMCO	321.75	07/07/20			
						CL 91372	321.75
87512	S	3549 DISCOVERY BENEFITS	3852.77	07/07/20			
						CL 91507	3852.77
87513	S	2100 EAGLE RUN CROSSING LLC	37.04	07/07/20			
						CL 91413	37.04
87514	S	877 ENVIRONMENTAL TOXICITY CONTROL INC.	850.00	07/07/20			
						CL 91425	850.00
87515	S	818 EXHAUST PROS	200.00	07/07/20			
						CL 91429	200.00
87516	S	660 FARGO FREIGHTLINER	391.90	07/07/20			
						CL 91419	391.90
87517	S	728 FARNAM'S GENUINE PARTS, INC	266.24	07/07/20			
						CL 91394	266.24
87518	S	1648 FARSTAD OIL, INC	175.45	07/07/20			
						CL 91380	175.45
87519	S	329 FERGUSON WATERWORKS #2516	17443.19	07/07/20			
						CL 91409	12634.51
						CL 91457	1148.68
						CL 91477	3660.00
87520	S	1812 FIRESTONE	1507.29	07/07/20			
						CL 91308	1036.49
						CL 91331	470.80
87521	S	104 FORUM COMMUNICATIONS	52.70	07/07/20			
						CL 91569	52.70

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87522	S	139 FRS WORKS	160.72	07/07/20			
87523	S	155 GALLS, LLC	931.20	07/07/20		CL 91333	160.72
87524	S	2558 GOODYEAR COMMERCIAL TIRE	2290.90	07/07/20		CL 91356	931.20
						CL 91340	1482.50
						CL 91443	741.45
						CL 91524	66.95
87525	S	3535 GREAT PLAINS FIRE	217.72	07/07/20		CL 91547	217.72
87526	S	2877 GREATAMERICA FINANCIAL SERVICES	619.52	07/07/20		CL 91369	442.89
						CL 91488	176.63
87527	S	2318 HABERDASHERY	333.94	07/07/20		CL 91343	333.94
87528	S	1339 HANCOCK CONCRETE PRODUCTS CO, INC	737.46	07/07/20		CL 91479	737.46
87529	S	999999 HANG NGUYEN NGO	300.00	07/07/20		CL 91499	300.00
87530	S	3281 HEARTLAND PAPER COMPANY	40.68	07/07/20		CL 91344	40.68
87531	S	3593 HOLIDAY COMPANIES	220.00	07/07/20		CL 91480	220.00
87532	S	358 HUBERT OYE-SONS CONST.	760.00	07/07/20		CL 91361	760.00
87533	S	687 INFORMATION TECHNOLOGY DEPT	60.00	07/07/20		CL 91326	60.00
87534	S	3651 JAMES MARTINEZ	140.27	07/07/20		CL 91517	140.27
87535	S	999999 JESSE MCDONALD	190.00	07/07/20		CL 91497	190.00
87536	S	1351 JOHN E. REID & ASSOCIATES INC.	795.00	07/07/20		CL 91494	795.00
87537	S	999999 JOHN NEEB	300.00	07/07/20		CL 91503	300.00
87538	S	3648 JULIE'S RADIO RANCH	160.00	07/07/20		CL 91396	160.00
87539	S	3647 K-9 DEFENSE LLC	7500.00	07/07/20		CL 91352	7500.00
87540	S	3560 KEN MILLER	112.80	07/07/20		CL 91553	112.80
87541	S	2122 KEY CONTRACTING	7500.00	07/07/20		CL 91439	7500.00
87542	S	2752 KOST MATERIALS, LLC	2645.00	07/07/20		CL 91384	460.00
						CL 91514	2185.00
87543	S	260 LAR'S BODY SHOP	99.40	07/07/20		CL 91311	99.40

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87544	S	277 LARSONS WELDING/MACHINE	382.40	07/07/20			
						CL 91368	382.40
87545	S	705 LAWSON PRODUCTS	299.14	07/07/20			
						CL 91367	299.14
87546	S	3418 LOFFLER	187.91	07/07/20			
						CL 91560	151.09
						CL 91564	36.82
87547	S	3491 LOFFLER COMPANIES INC	120.42	07/07/20			
						CL 91487	120.42
87548	S	270 LOWE'S	48.87	07/07/20			
						CL 91454	48.87
87549	S	711 LUTHER FAMILY FORD	343.24	07/07/20			
						CL 91338	167.11
						CL 91442	176.13
87550	S	2676 LUTHERAN SOCIAL SERVICES	100.00	07/07/20			
						CL 91572	100.00
87551	S	3304 MAC'S - FARGO	286.55	07/07/20			
						CL 91387	211.85
						CL 91418	21.18
						CL 91515	53.52
87552	S	299 MENARDS	657.02	07/07/20			
						CL 91421	600.68
						CL 91462	56.34
87553	S	999999 MICHELLE CHEVALIER	300.00	07/07/20			
						CL 91501	300.00
87554	S	2766 MIDCONTINENT COMMUNICATIONS	325.00	07/07/20			
						CL 91461	125.00
						CL 91466	200.00
87555	S	102 MIDSTATES WIRELESS	143.00	07/07/20			
						CL 91551	143.00
87556	S	1854 MIDWEST TAPE	1487.22	07/07/20			
						CL 91317	165.09
						CL 91412	98.11
						CL 91492	184.44
						CL 91538	1039.58
87557	S	2121 MOEN PORTABLE TOILETS	1527.50	07/07/20			
						CL 91440	1527.50
87558	S	2969 MTI DISTRIBUTING INC	206.03	07/07/20			
						CL 91345	206.03
87559	S	298 MVTL LABORATORIES	970.50	07/07/20			
						CL 91428	534.50
						CL 91453	436.00
87560	S	3229 ND DEPT OF ENVIRONMENTAL QUALITY	20.00	07/07/20			
						CL 91389	10.00
						CL 91512	10.00
87561	S	335 ND DEPT OF TRANSPORTATION	243764.35	07/07/20			
						CL 91422	243764.35

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87562	S	364 NELSON INTERNATIONAL	185.33	07/07/20			
87563	S	271 NETCENTER TECHNOLOGIES	325.00	07/07/20		CL 91528	185.33
87564	S	2261 NETWORK CENTER INCORPORATED	3300.00	07/07/20		CL 91508 CL 91544	155.00 170.00
87565	S	2523 NEXUS INNOVATIONS, INC	6187.50	07/07/20		CL 91509	3300.00
87566	S	3558 NICK WAVRA	63.41	07/07/20		CL 91561	6187.50
87567	S	328 NORTHERN ENGINE & SUPPL	321.75	07/07/20		CL 91554	63.41
87568	S	1715 NORTHWEST TIRE INC	555.86	07/07/20		CL 91416 CL 91516	33.23 288.52
87569	S	1774 O'REILLY AUTOMOTIVE STORES, INC	976.85	07/07/20		CL 91336 CL 91458 CL 91521	19.81 447.57 88.48
87570	S	3416 OCLC, INC.	191.51	07/07/20		CL 91350 CL 91420	969.03 7.82
87571	S	3505 OFFICE SIGN COMPANY	113.70	07/07/20		CL 91539	191.51
87572	S	352 OK TIRE	49.95	07/07/20		CL 91313	113.70
87573	S	399 OLYMPIC SALES	11555.05	07/07/20		CL 91335	49.95
87574	S	631 ONE CALL CONCEPT	1314.10	07/07/20		CL 91381 CL 91390	11386.32 168.73
87575	S	276 OSTROMS ACE HARDWARE	1410.95	07/07/20		CL 91513	1314.10
87576	S	3002 PERSONAL TOUCH	2371.50	07/07/20		CL 91415 CL 91555	1096.53 314.42
87577	S	563 PETRO SERVE USA	26776.56	07/07/20		CL 91371	2371.50
87578	S	384 PITNEY BOWES	243.09	07/07/20		CL 91334 CL 91414 CL 91559	500.00 393.30 25883.26
87579	S	764 POLYGRAPH SERVICES - ROLLIE RUST	875.00	07/07/20		CL 91376	243.09
87580	S	411 POWER PLAN OIB	635.05	07/07/20		CL 91435	875.00
						CL 91339	635.05

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87581	S	916 PRAIRIE SUPPLY INC	38.00	07/07/20	_____		
						CL 91510	38.00
87582	S	1166 PRODUCTIVITY PLUS ACCOUNT	270.53	07/07/20	_____		
						CL 91360	15.00
						CL 91431	57.00
						CL 91525	131.53
						CL 91531	67.00
87583	S	1472 RAILROAD MANAGEMENT CO III, LLC	1294.75	07/07/20	_____		
						CL 91467	1294.75
87584	S	2845 RAINBOW INTERNATIONAL RESTORATION & CLEA	220.00	07/07/20	_____		
						CL 91330	220.00
87585	S	999999 RANDY SPIELVOGEL	300.00	07/07/20	_____		
						CL 91502	300.00
87586	S	3204 RECORD KEEPERS	49.00	07/07/20	_____		
						CL 91542	49.00
87587	S	3646 RELENTLESS LLC DBA DESERT SNOW	1198.00	07/07/20	_____		
						CL 91312	1198.00
87588	S	663 ROAD EQUIPMENT PARTS CENTER	62.50	07/07/20	_____		
						CL 91448	62.50
87589	S	1071 S & S PROMOTIONAL GROUP	731.03	07/07/20	_____		
						CL 91423	731.03
87590	S	452 SAM'S CLUB	272.48	07/07/20	_____		
						CL 91328	272.48
87591	S	1881 SAM'S CLUB/SYNCHRONY BANK	306.65	07/07/20	_____		
						CL 91557	306.65
87592	S	437 SANDY'S DONUTS & COFFEE SHOP	170.55	07/07/20	_____		
						CL 91353	56.85
						CL 91427	56.85
						CL 91493	56.85
87593	S	999999 SARA BAKKEN	300.00	07/07/20	_____		
						CL 91504	300.00
87594	S	450 SCHEELS	59.99	07/07/20	_____		
						CL 91433	59.99
87595	S	3649 SCHOLASTIC INC	706.40	07/07/20	_____		
						CL 91411	706.40
87596	S	1702 SHEYENNE RIVER KENNELS	106.98	07/07/20	_____		
						CL 91434	106.98
87597	S	2655 SIMPLIFILE	305.00	07/07/20	_____		
						CL 91489	305.00
87598	S	1626 SIRCHIE ACQUISITION COMPANY LLC	549.46	07/07/20	_____		
						CL 91354	519.96
						CL 91464	29.50
87599	S	2986 SITEONE LANDSCAPE SUPPLY LLC	19.67	07/07/20	_____		
						CL 91530	19.67
87600	S	3150 SKYHAWK TELEMATICS	300.50	07/07/20	_____		
						CL 91519	300.50
87601	S	3528 SNACKS PLUS VENDING	123.00	07/07/20	_____		
						CL 91318	123.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87602	S	3652 SNAP-ON TOOLS INDUSTRIAL	1620.14	07/07/20		CL 91534	1620.14
87603	S	274 STEVE MOTTINGER	4750.00	07/07/20		CL 91536	4750.00
87604	S	38 STRATA CORPORATION	6958.49	07/07/20		CL 91383 CL 91511	6542.49 416.00
87605	S	31 STURDEVANT'S AUTO PARTS	139.77	07/07/20		CL 91446	139.77
87606	S	2511 SUBSURFACE, INC.	16000.00	07/07/20		CL 91474	16000.00
87607	S	733 SWANSTON EQUIPMENT CORP.	298.08	07/07/20		CL 91452	298.08
87608	S	634 SWEENEY CONTROLS COMPANY	735.60	07/07/20		CL 91358 CL 91426	150.00 585.60
87609	S	1156 TESSMAN	1494.45	07/07/20		CL 91342 CL 91391 CL 91472	470.00 490.96 533.49
87610	S	3053 THE PENWORTHY COMPANY LLC	379.12	07/07/20		CL 91570	379.12
87611	S	1907 THE SHOOTING PARK OF HORACE	400.00	07/07/20		CL 91355	400.00
87612	S	2213 TITAN MACHINERY, INC.	14162.60	07/07/20		CL 91314	14162.60
87613	S	999999 TOM OLSON	300.00	07/07/20		CL 91500	300.00
87614	S	1234 TOOL WAREHOUSE INC	699.98	07/07/20		CL 91417 CL 91527	679.98 20.00
87615	S	2951 TYLER TECHNOLOGIES, INC	374.23	07/07/20		CL 91545	374.23
87616	S	3604 USDA-RURAL DEVELOPMENT	7080.00	07/07/20		CL 91540	7080.00
87617	S	3650 VALLEY SIDING AND REMODELING INC	3865.00	07/07/20		CL 91473	3865.00
87618	S	1267 VERIZON WIRELESS	9819.53	07/07/20		CL 91307 CL 91436	9690.27 129.26
87619	S	686 WDAY	102.00	07/07/20		CL 91468	102.00
87620	S	2184 WEST SIDE STEEL	323.43	07/07/20		CL 91363 CL 91450	108.71 214.72
87621	S	338 XCEL ENERGY	11853.07	07/07/20		CL 91410 CL 91444 CL 91482 CL 91483 CL 91484 CL 91485	75.01 33.34 68.71 80.92 84.82 42.34

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
						CL 91486	41.84
						CL 91546	1466.56
						CL 91567	31.27
						CL 91568	9928.26
87622	S	582 ZEP MANUFACTURING	552.54	07/07/20	_____	CL 91364	79.60
						CL 91430	147.18
						CL 91520	325.76
87623	S	289 ACME TOOLS	199.00	07/07/20	_____	CL 91581	199.00
87624	S	3514 AIRE SERV	139.75	07/07/20	_____	CL 91580	139.75
87625	S	3490 AMAZON CAPITAL SERVICES	493.65	07/07/20	_____	CL 91582	31.44
						CL 91613	462.21
87626	S	3511 ASPEN MILLS	330.62	07/07/20	_____	CL 91574	132.01
						CL 91583	198.61
87627	S	652 BRENCO CORPORATION	67.25	07/07/20	_____	CL 91584	67.25
87628	S	351 BUSINESS ESSENTIALS	104.50	07/07/20	_____	CL 91576	97.48
						CL 91585	7.02
87629	S	155 GALLS, LLC	42.17	07/07/20	_____	CL 91586	42.17
87630	S	3535 GREAT PLAINS FIRE	1364.21	07/07/20	_____	CL 91573	1364.21
87631	S	3653 J & M PRINTING INC	294.55	07/07/20	_____	CL 91603	294.55
87632	S	3515 JOE JOHNSON	96.00	07/07/20	_____	CL 91605	96.00
87633	S	2709 JOHNSON LAWN SERVICE	180.00	07/07/20	_____	CL 91604	180.00
87634	S	299 MENARDS	73.76	07/07/20	_____	CL 91578	73.76
87635	S	102 MIDSTATES WIRELESS	294.00	07/07/20	_____	CL 91606	294.00
87636	S	1600 NELSON AUTO CENTER FLEET DEPT	64443.40	07/07/20	_____	CL 91579	64443.40
87637	S	3654 NEW PIG CORPORATION	97.03	07/07/20	_____	CL 91602	97.03
87638	S	1774 O'REILLY AUTOMOTIVE STORES, INC	131.87	07/07/20	_____	CL 91577	131.87
87639	S	3655 RIGELS	198.80	07/07/20	_____	CL 91608	198.80
87640	S	1071 S & S PROMOTIONAL GROUP	143.75	07/07/20	_____	CL 91607	143.75

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87641	S	3656 SPARTAN FIRE LLC	159.75	07/07/20	_____	CL 91610	159.75
87642	S	3516 STEIN'S INC	826.05	07/07/20	_____	CL 91575 CL 91609	136.54 689.51
87643	S	3657 ZACH BANISTER	171.98	07/07/20	_____	CL 91612	171.98
87644	S	2499 FM CONVENTION & VISITORS BUREAU	5346.26	07/07/20	_____	CL 91624	5346.26
87645	S	2499 FM CONVENTION & VISITORS BUREAU	2673.14	07/07/20	_____	CL 91625	2673.14
87646	S	3549 DISCOVERY BENEFITS	3852.77	07/07/20	_____	CL 91626	3852.77
87648	S	489 3-D SPECIALITIES	111676.00	07/13/20	_____	CL 91669	111676.00
<b>Total for Claim Checks</b>			<b>803709.27</b>				
Count for Claim Checks			180				

\* denotes missing check number(s)

# of Checks: 180                      Total: 803709.27



## City Commission Agenda Item Request

Consent Agenda b

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: \***

Melissa Richard

**Phone Number: \***

7014335314

**Email Address:**

melissa.richard@westfagond.gov

**Date \***

7/17/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for public liquor consumption at 2020 West Fargo Street Fair.

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

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

Approve public liquor consumption for 2020 West Fargo Street Fair.

**Upload Additional Documentation (Optional):**

2020 West Fargo Street Fair request for public liquor consumption.pdf

288.39KB



Friday, July 17, 2020

**2020 WEST FARGO STREET FAIR REQUEST FOR PUBLIC LIQUOR  
CONSUMPTION**

I, Melissa Richard, Communications Director for the City of West Fargo, would like to inform the City of West Fargo that the annual West Fargo Street Fair community celebration will involve the consumption of alcohol in the public area of Sheyenne Street.

Alcohol will be consumed by attendees along Sheyenne Street from Second Avenue W. to Fifth Avenue W. on the following date: 10 a.m. to 7 p.m. Saturday, Aug. 1, 2020.

Sincerely,

A handwritten signature in black ink that reads "M Richard".

Melissa Richard, Communications Director  
City of West Fargo  
800 Fourth Ave. E., Suite 1  
West Fargo, ND 58078  
Phone: (701) 433-5314  
Email: [melissa.richard@westfargond.gov](mailto:melissa.richard@westfargond.gov)

Notification Date:

Approval Date:

Approval: \_\_\_\_\_

Tina Fisk, City Administrator  
City of West Fargo



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: \***

Melissa Richard

**Phone Number: \***

7014335314

**Email Address:**

melissa.richard@westfagond.gov

**Date \***

7/17/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

2020 Cruise Night request for public liquor consumption

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

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

Approve public liquor consumption during August and September Cruise Nights.

**Upload Additional Documentation (Optional):**

2020 Cruise Night request for public liquor consumption.pdf

287KB



Friday, July 17, 2020

## **2020 CRUISE NIGHT REQUEST FOR PUBLIC LIQUOR CONSUMPTION**

I, Melissa Richard, Communications Director for the City of West Fargo, would like to inform the City of West Fargo that the Cruise Night community celebration will involve the consumption of alcohol in the public area of Sheyenne Street.

Alcohol will be consumed by attendees along Sheyenne Street from Main Avenue W. to Seventh Avenue W. on the following dates: 4:30 to 9 p.m. Thursday, Aug. 20, and 4:30 to 8 p.m. Thursday, Sept. 17.

Sincerely,

A handwritten signature in black ink that reads 'M Richard' in a cursive, flowing script.

Melissa Richard, Communications Director

City of West Fargo

800 Fourth Ave. E., Suite 1

West Fargo, ND 58078

Phone: (701) 433-5314

Email: [melissa.richard@westfargond.gov](mailto:melissa.richard@westfargond.gov)

Notification Date:

Approval Date:

Approval: \_\_\_\_\_

Tina Fisk, City Administrator  
City of West Fargo

## MUTUAL AID AGREEMENT

Memorandum of Understanding (MOU) between

City of Fargo, ND Fire Department

And

City of West Fargo, ND Fire Department

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;
- Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;
- Whereas, none of the parties to this Agreement possesses all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;
- Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;
- Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and
- Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis; Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

### ■ Terms of the Agreement

- 1) Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.
- 2) Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
- 3) In order to invoke assistance under the provisions of this Agreement, the authorized representative from the requesting entity shall be required to contact the Authorized Representative of the responding entity by voice communication system, in writing or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

- 4) During an emergency situation, the ranking officer from the assisting entity will immediately report to the Incident Commander or staging as directed for assignment. All personnel shall work under the direction of the designated incident command/unified command. Under normal conditions personnel from both the assisting and requesting entity shall operate under the direction of their commander or officer once they are authorized to undertake assignments (i.e. ICS Branch assignment, Group assignment, RIT, or special operations). However, personnel from either the requesting or assisting entity may receive supervision from any command personnel from the combined participating entities if authorized by the Incident Commander or agency representatives in the incident command structure.
- ~~5) Pursuant N.D.C.C. § 14-08-20, N.D.C.C. § 37-17.1-14 and N.D.C.C. § 12-63-03 sub 2 peace officers employed by parties named herein and acting pursuant to this agreement shall have the full and complete authority of a peace officer in any of the jurisdictions named herein.~~
- 5) In any emergency situation in which the mutual aid agreement has been invoked, radio communications will be established between the entities, where possible, through the use of the local public mutual aid radio system or utilization of the statewide frequency management interoperability plan.
- ~~6) During a hazardous materials or structural collapse type emergency, the requesting entity is to follow the protocols for requesting regional response.~~
- 6) Assisting entity personnel and equipment shall be released by the requesting entity when the resources are no longer needed. The assisting entity may also withdraw its personnel and equipment when deemed to be in the best interest of the assisting entity and following notice provided to the requesting entity of the intended action. The assisting entity may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting entity.
- ~~8) The requesting entities agree to reimburse assisting entities for actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this agreement. The providing jurisdiction and or discipline may waive all or any part of the payment for costs at its sole discretion depending on the size of the mutual aid package and the length of the deployment. Funding sources associated with this agreement may include any or all combinations of federal, state, local, and private funding. Signatories understand that federal reimbursement, as a result of declared disasters or emergencies, is contingent upon policy and practice. If participating jurisdictions routinely waive response costs, such costs normally acceptable for federal reimbursement will be ineligible. All reimbursement will be based upon proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the responding entity.~~
- ~~9) Any lending of a facility pursuant to this agreement is subject to the following conditions:~~
- ~~(a) Any request for aid hereunder shall include a statement of the amount of work space requested and type of support systems desired. This will be dependent on availability of resources.~~
  - ~~(b) The host agency will provide oversight of requesting agency's technical experts tasked to establish and maintain information technology operating and communications systems.~~
  - ~~(c) Requesting entity will not connect, disconnect, or otherwise modify any information technology operating or communications system without the expressed permission of host agency staff.~~
  - ~~(d) Requesting entity shall vacate the facility when the facility no longer is operationally required by the requesting agency or the facility becomes operationally required by the host agency. The host agency shall provide notice to the requesting agency for the return of the facility.~~
  - ~~(e) Requesting entity shall return facility to host agency in like condition as when requesting agency first occupied the workspace.~~
- 8) Liability, Workers' Compensation, Property Damage.

a) **Workers' Compensation Coverage:** Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the rules established within the State of residence of the entity. ~~Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of residence of the political subdivision (2) by being a qualified self insured, or (3) by being a member of a group self insurance association.~~ Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each political subdivision may obtain workers' compensation coverage for any volunteer at the political subdivision's discretion. ~~Workers' compensation coverage for certain volunteers (e.g., volunteer fire fighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers compensation coverage. As an alternative, the individual volunteer department or person may obtain workers' compensation insurance coverage for this exposure.~~

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b) **Automobile Liability Coverage:** Each member political subdivision is responsible for its own actions, ~~and is~~ Each entity agrees to obtain public liability insurance coverage with at least a ~~@~~250,000 per person and \$1,000,000 per occurrence combined single limit and coverage by a policy with an insurance company licensed to do business in North Dakota,

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~~responsible for complying with the motor vehicle financial responsibility laws of the state of residence of the political subdivision. Coverage under these laws may be obtained (1) by a policy with an insurance company being a qualified self-insured, licensed to do business in the state of residence of the political subdivision, (2) by being a qualified self insured, or (23) by being a member of a group self insurance association. Each member locality agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$500,000.00 per occurrence limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the member political subdivision may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self insured or by being a member of a group self insurance association.~~ Each entity is responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. Each party agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage extended to owened, non-owened, and hired vehicles by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self insurance association.

**c) General Liability, Public Officials Liability, and Law Enforcement Liability:**

~~(1) Each member political subdivision is responsible for its own actions.~~

~~(12) For the purposes of North Dakota Century Code (NDCC 32-12.1 Governmental Liability) only, the employees and officers of the assisting entity are deemed to be employees (NDCC 32-12.1-02(3)) of the requesting entity.~~

~~(23) Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in NDCC 32-12.1, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. The requesting entity agrees to defend and indemnify the assisting entity~~

against any claims brought or actions filed against the assisting entity or any employee of the assisting entity for personal injury or damage to the property of any third person or persons, arising from the performance and provision of assistance pursuant to this Agreement within the limits of NDCC 32-12.1.

~~914)~~ On a regular basis, each party shall develop and update a plan providing for effective mobilization of resources and facilities.

102) Interagency assistance plans may be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans. In addition to the emergency response plans set forth in this agreement, the parties herein may develop and implement memorandums of agreement relating to additional assistance on a routine non-emergency basis.

~~113) The parties agree to meet on a regular basis to review interagency assistance plans and the provisions of this Agreement.~~ The parties agree to review interagency assistance plans and the provisions of this agreement at least biennially, or sooner at the request of either party due to a change in law or regulation, change in key command staff, a material change in the requesting agency's interagency assistance plan or as a follow-up to an incident where assistance was provided under this Agreement. For any amendment proposed by either party, the parties shall meet and discuss the proposed amendment in good faith and shall arrive at a mutually agreeable solution. If the parties agree to an amendment, this Agreement may be rewritten and re-executed or the parties may execute a written amendment to this Agreement, subject to the approval of the respective governing bodies.

124) Nothing within this agreement shall prevent any of the parties herein from entering into similar agreements with any other entity.

~~135) This Agreement shall become effective when approved and executed by the appropriate political subdivision of each party to this Agreement. The Agreement shall remain in effect between each and every the parties from year to year until participation in this Agreement is terminated by either the party. Termination of participation in this Agreement by a response entity shall not affect the continued operation of this Agreement between and among the remaining parties.~~ Either Any party to this Agreement may terminate participation in this Agreement upon thirty days written notice addressed to the designated public official of each of the other signatory political subdivisions that are parties to this Agreement. This Agreement is binding on future political subdivisions boards and commissions and participating response entities unless affirmative measures have been taken to terminate the Agreement as defined herein.

146) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

15) The requesting entities agree to reimburse assisting entities for actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this agreement. The providing jurisdiction and or discipline may waive all or any part of the payment for costs at its sole discretion depending on the size of the mutual aid package and the length of the deployment. Funding sources associated with this agreement may include any or all combinations of federal, state, local, and private funding. Signatories understand that federal reimbursement, as a result of declared disasters or emergencies, is contingent upon policy and practice. If participating jurisdictions routinely waive response costs, such costs normally acceptable for federal reimbursement will be ineligible. All reimbursement will be based upon proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the responding entity.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

**City of Fargo/ Fire Department**

**City of West Fargo/ Fire Department**

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire Chief

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

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

\_\_\_\_\_  
Fargo Mayor

\_\_\_\_\_  
Mayor, West Fargo City Commission

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

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

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

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

Consent Agenda e

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # \_\_\_\_\_

\*\*\*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, AICP

2. PHONE NUMBER: 433-5321 DATE: July 15, 2020

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

Zoning Ordinance Amendment to Sections 4-434 DMU: Downtown Mixed Use and 4-435 EMU: Entertainment Mixed Use 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 Amendments at 5:30 pm on August 3, 2020.



[www.westfargond.gov](http://www.westfargond.gov)

*Tim Solberg, Director of Planning and Zoning, AICP*  
*Malachi Petersen, Planner*  
*Lisa Sankey, Planner*  
*Chanda Erickson, Office Manager*

## NOTICE OF PUBLIC HEARING

A public hearing will be held on the 3<sup>rd</sup> Day of August 2020, at 5:30 P.M. at the City Hall of West Fargo, North Dakota, concerning the enactment of a proposed zoning ordinance. The proposed ordinance involves the following:

Zoning Ordinance Amendment to Sections 4-434 DMU: Downtown Mixed Use  
and 4-435 EMU: Entertainment Mixed Use District

A copy of the proposed ordinance is available for public inspection and copying at the office of the City Auditor between the hours of 8:00 A.M.-5:00 P.M. all days except weekends and holidays.

BY ORDER OF THE CITY COMMISSION OF THE CITY OF WEST FARGO, NORTH DAKOTA

Bernie L. Dardis  
President of the Board of City  
Commissioners of the City of  
West Fargo, North Dakota

(Please Publish July 22 and 29, 2020)

ORDINANCE NO. 1160

AN ORDINANCE TO AMEND AND REENACT SECTION 9-0328 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO SUMP PUMP CONNECTIONS.

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

SECTION 1. Section 9-0328 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

9-0328. INSPECTION AND SURCHARGE AUTHORITY REGARDING IMPROPER CONNECTION TO SEWER SYSTEM.

1. Section 9-0319 and Section 9-0321(1)(i) of the Revised Ordinances of 1990 of the City of West Fargo prohibit any person from discharging or causing to be discharged any storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow into the sanitary collection system except as allowed by this chapter or as approved by the City. Any disconnects or openings in the sanitary sewer shall be closed or repaired in an effective, workmanlike manner, as approved by the City Engineer.
2. All West Fargo residents must pay an annual fee for sump pump connections to the City's sanitary sewer system. The fee will be charged in monthly installments on the property owner's monthly utility bill. The annual fee will be set by resolution of the City Commission. If a sump pump or connection to the City's sanitary sewer does not exist, this fee can be removed by sending a certification form to the City of West Fargo Public Works Department. Residents with a connection to the sanitary sewer may discharge their sump pump into the sanitary sewer from November 1st through April 1st. From April 2nd through October 31, the sump pump must be discharged outside.
  - a. In order to remove the annual fee from the property's utility bill, a certification form must be filled out and mailed or returned to West Fargo Public Works, verifying that the property does not have a sump pump sanitary hook up. The form may be found on the City's website or obtained from the Public Works office.

- b. For all new houses, buildings or structures built after the date this ordinance is adopted, the fee will be automatically added to the utility bill unless a certification form has been filled out verifying no sump pump connection to the City's sanitary sewer is present.
  - c. All existing residences, buildings or structures, will have the fee go into effect one (1) month after they receive a notice of the fee in the mail. This fee will be waived upon receipt of the certification form referenced in this chapter verifying there is no sump pump connection to the City's sanitary sewer.
  - d. Any person found violating the conditions of the certification form may be subject to a monthly fine of up to \$1,000 until the violation is resolved and/or verified through a City of West Fargo employee that there is no longer a sump pump connection to the City's sanitary sewer system.
  - e. If a dispute regarding a property's sump pump connection should arise, a West Fargo employee will have the right to inspect in accordance to the certification form.
  - f. West Fargo Public Works will conduct an audit of 3% customers per year to verify compliance with this ordinance.
- ~~2. Every person owning improved real estate that discharges into the City's sanitary sewer system shall allow the City employee(s) to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. Any person may furnish a certificate from a licensed plumber certifying that their property is in compliance with paragraph 1 of this section in lieu of having the City inspect their property. Any person refusing to allow their property to be inspected or refusing to furnish a plumber's certificate within fourteen (14) days of the date City employee(s) are denied admittance to the property shall immediately become subject to the surcharge hereinafter provided for. Any property found to violate paragraph 1 of this section shall make the necessary changes to comply with paragraph 1 and furnish proof of the changes to the City within thirty (30) days of the notice of violation.~~
- ~~3. A monthly surcharge as set by resolution of the City Commission is hereby imposed and added to every sewer~~

~~billing to property owners who are not in compliance with paragraph 1 of this section. The surcharge shall continue to be levied monthly for the months of April through October (both inclusive) of every year on properties not complying with paragraph 1 of this section. Provided, the surcharge shall not be charged unless a property has been inspected and found to be in noncompliance, or if the person owning improved real estate refuses to allow an inspection and does not provide a plumber's certificate as set forth in paragraph 2 of this section.~~

- ~~4. The President of the Board of City Commissioners shall appoint a committee of three (3), who shall act as an appeals board regarding the enforcement of Section 9-0328. This committee shall have the authority to grant exemptions from strict compliance with the terms of Section 9-0328 for a particular property owner who can establish unique and extenuating circumstances which would justify an exemption from strict compliance with the terms of Section 9-0328. The committee may grant seasonal waivers which would allow for discharge into the sanitary system between November 1 and April 1 for residences whose sump pumps continue to run during that period of year and for which discharge to the exterior would lead to icy conditions or the breaking of pipes or related problems. An appeal to the City Commission from a decision of the committee must be filed within thirty (30) days from the date of the decision. A vote of four (4) members of the City Commission shall be necessary to overturn any decision of the committee.~~
- ~~5. If a seasonal waiver is granted, the owner of the property may place a pipe connecting the sump pump to the sanitary sewer, which must have a shut-off valve. City staff, on or around April 1 each year, will close the valve so that no water can reach the sanitary sewer line and place a seal on that valve. City staff, on or about November 1 of each year will remove the seal and open the valve to allow discharge into the sanitary sewer system if the owner desires. No person other than City staff may remove the seal and change the valve. If upon inspection by City staff the seal has been tampered with, the owner of the property will be charged a monthly surcharge, as set by resolution of the City Commission, for each month between the discovery of the tampering and the last inspection by City staff. By applying for the waiver, the owner has also granted permission to City staff to inspect the connection and seal anytime between April 1 and November 1 to determine whether or not the seal has been tampered with. Such inspections must be made between 8:00 a.m. and 8:00 p.m. and only when a~~

~~resident of the premises is on site. Failure to allow such an inspection or to allow the City staff entry around November 1 and April 1 to switch the valves and place on or remove the seal shall result in automatic revocation of the seasonal waiver. In addition, if at any time City staff determines that the seal has been tampered with, the result will not only be the surcharge set forth above, but also automatic revocation of the seasonal waiver.~~

~~6. Any person granted a seasonal waiver shall be billed a yearly amount as set by resolution of the City Commission as part of their water and sewer bill to cover the cost of City staff and the additional cost in treating the extra water during the period of the waiver. If a person is granted a permanent waiver as opposed to a seasonal waiver, a monthly surcharge as set by resolution of the City Commission shall be added to the water and sewer bill to compensate the City for the extra cost of treating the additional water entering the sanitary sewer system from that premise.~~

73. When a structure is being constructed in the City of West Fargo, if at or prior to final inspection City staff determines that the sump pump connection has been illegally connected to the City's sanitary sewer system, or that there is another connection or device or lack of a plug which allows surface runoff or groundwater to enter into the sanitary sewer system, either permanently or temporarily, there shall be levied an administrative fine against the general contractor for the structure found to be in violation. If after 24 hours after written notice from the City the general contractor has not remedied the situation so that no surface runoff or groundwater can enter into the City's sanitary sewer system, there shall be an additional administrative fine for each day such a violation exists. Said administrative fines shall be set by resolution of the City Commission. In addition, the Building Inspector shall not issue another building permit within the jurisdiction of the Building Inspector of the City of West Fargo for that contractor until the violation has been remedied and any administrative fine has been fully paid to the City. The procedure for handling the administrative penalty as far as notice, right to appeal, and hearing shall be the same procedure as set out in Section 9-0311.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



# Sump Pump Ordinance 1160

JULY 20, 2020

**Why the  
Change?**

**Our Proposed  
Changes.**

**Introducing the  
Changes.**



# Sump Pump Ordinance 1160

## Why the need for a Change?

With the change of sending our wastewater to Fargo to be treated, we need to take a look at controlling our I&I (inflow and Infiltration).

Our current sump pump program allows for a homeowner, who applies for a Seasonal Sump Pump Variance and pays the \$50.00 fee, to discharge their sump pump into the sanitary sewer between November 1 and April 1. They are required to reapply each year. We currently have about 600 homeowners that have applied for the variance.

The issue is not everyone that has a sump pump that can discharge into the sanitary sewer is applying for the permit. We don't currently have the resources to check every home to make sure they are complying. Currently it is on the honor system for the homeowner to switch their discharge to the outside during the warm months. We allow them to discharge in the winter, for a few reasons, Safety, Ice buildup, and the reduced amount of water being pumped.

**Why is this a problem?** We have approximately 11,000 sewer connections in West Fargo. If 10% have a sump pump connected to the sanitary sewer, there would be 1,100 sump connections. After a rain event the average sump pump runs for 6 hours per day. A sump pump would conservatively pump 200 gallons of water per hour, for 1,200 gallons a day per house. With 1,100 connections that would be 1,320,000 gallons of excess water discharged into the sanitary per day. This would cost West Fargo \$3,960 per day. This could potentially cost the city tens of thousands of dollars per year.

An average day we pump 2.5 to 3 million gallons of waste water per day, with 1.1 million going to Fargo for treatment. During the spring melt and some rains storms this year we have had days where we pumped over 9 and 10 million gallons per day. That's 6 to 7 million gallons a day of I&I. Not all is from sump pumps, I would assume that 1 to 2 million gallons would be from sump pumps.

# Our Proposed Changes

## Streamline the Process

We are proposing an annual fee to all homeowners for sump pumps. Homeowners who don't have sump pump or a connection to the sewer can send in a form and have the fee discontinued.

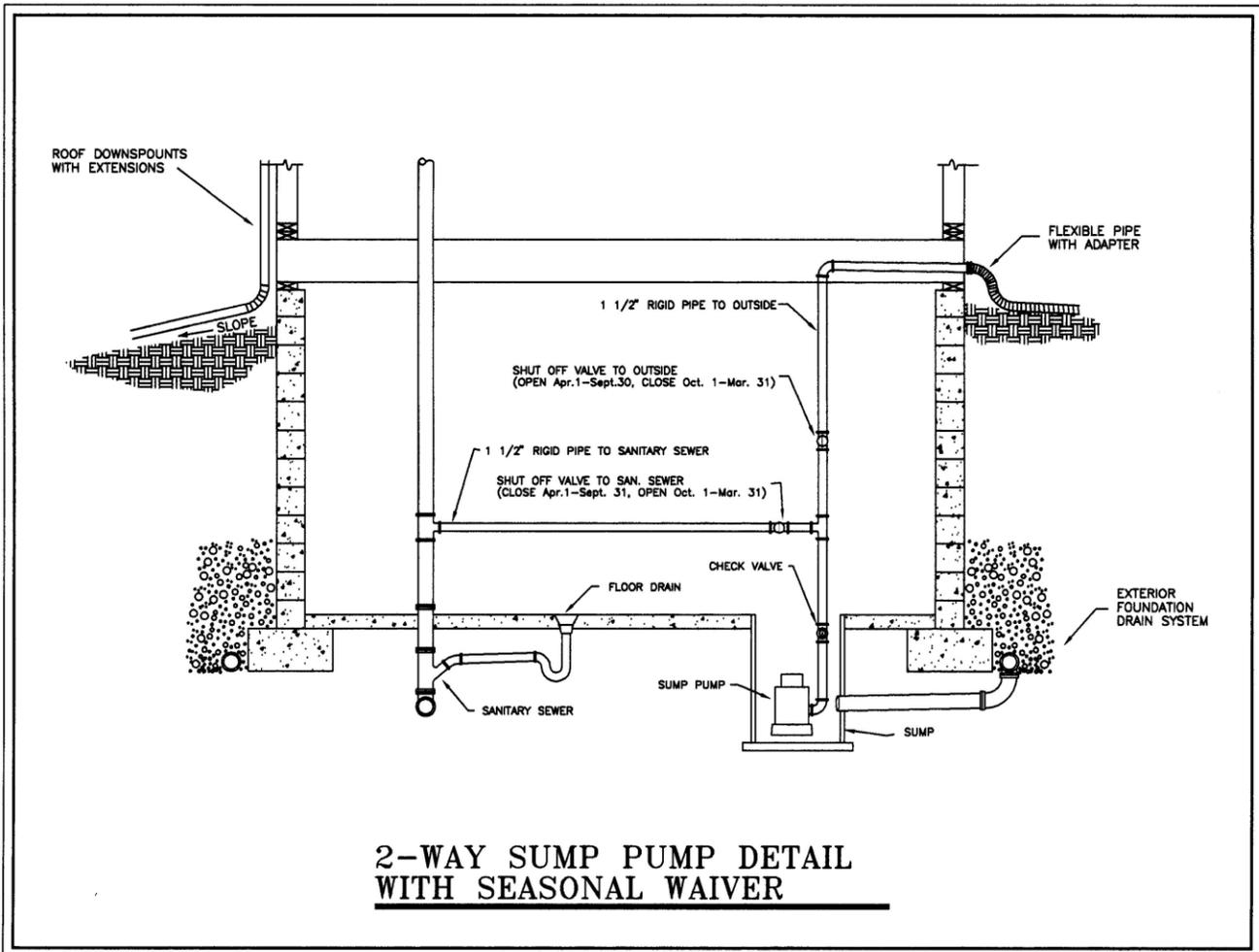
This proposed change to the ordinance would do away with the seasonal wavier. There would be an annual fee, set by a commission resolution, charged to the residents monthly. Homeowners who do not have a sump pump or connection will be able to fill out a form and return it to opt out to the fee.

By applying the fee city wide, this will cover all the homes that have a sump to sewer connection. It puts the responsibility on the homeowner to discontinue the fee if it doesn't apply to them. This way the people who are using it will pay their share. If not then everyone in the city will end up covering the cost in higher sewer rates.

We are also proposing a \$1,000 fine for discharging into the sewer in warm months, or falsely stating they have no connection to sewer. The fine is high to encourage homeowners to discharge outside when they can. We will also do a yearly audit of 3% of homes.

**Introducing  
the changes  
to the  
residents.**

We will need open communication with the residents. This information will be put on the website and social media. The information should be easy to find and available. The forms to dismiss the fees should be easy for the residents to access and turn in.



Here is a detail showing how a sump pump are connected to the sewer.



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5330  
[www.westfargond.gov](http://www.westfargond.gov)

Regular Agenda 4

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

**OFFICE USE:**  
**AGENDA ITEM # \_\_\_\_\_**

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

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  
2. DATE OF MEETING:
  - July 20<sup>th</sup> 2020
  
3. DESCRIPTION OF REQUEST:
  - Review information and documents for the creation of an improvement district, designated as "*Sewer, Water, Storm and Street Improvement District No. 1332*".
  - Review Engineer's Report for "*Sewer, Water, Storm and Street Improvement District No. 1332*"
  
4. LOCATION (address; legal; etc.):
  - Westview 4<sup>th</sup> Addition
  
5. ACTION(s) REQUESTED:
  - Approve the creation of "*Sewer, Water, Storm and Street Improvement District No. 1332 (pursuant to N.D.C.C 40-22-08 & 40-22-09)*".
  - Direct Engineer to prepare the Engineer's Report for "*Sewer, Water, Storm and Street Improvement District No. 1332 (pursuant to N.D.C.C 40-22-10)*".
  - 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. 1332 (pursuant to N.D.C.C. 40-22-11)*".

ADDITIONAL INFORMATION:



# CAPITAL IMPROVEMENT PLAN PROJECT CUT SHEET

## Westview 4th Addition Improvements

Improvement District No. **1332**

Sewer, Water, Storm and Street Improvement Dist. No. 1332

**2020**  
Construction Start Year

### PURPOSE AND NEED

Developer has petitioned the City for new City infrastructure to service their proposed residential development.

**Project Status**  
**Study**  
100% Complete

**Project Priority Grade**  
**IP**

**Project Category**  
**Local**

**Project Orig. Date**  
**Jul 2020**

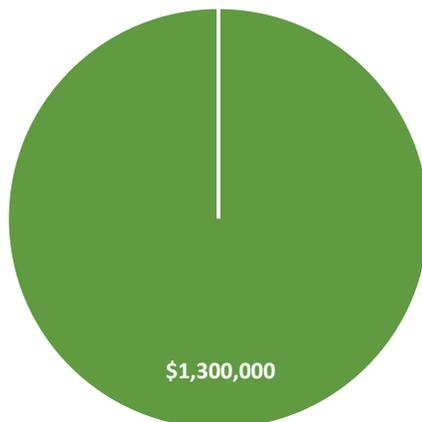
### SCOPE

The improvements consist of sanitary sewer, water mains, storm sewer, private concrete streets, lot services, and other associated infrastructure necessary to service the Westview 4th Addition property. All improvements are local and benefit the property.

**\$1,300,000**  
Preliminary Total Project Cost

### FUNDING INFORMATION [Updated as of 7/16/20]

Local Funding: \$1,300,000  
Special Assessment  
Outside Funding: \$0



#### FUNDING NOTES:

The project is proposed to be funded through Special Assessments as requested by the developer.

## Westview 4th Addition Improvements

Improvement  
District No.  
**1332**

Sewer, Water, Storm and Street Improvement Dist. No. 1332

### PROJECT LOCATION



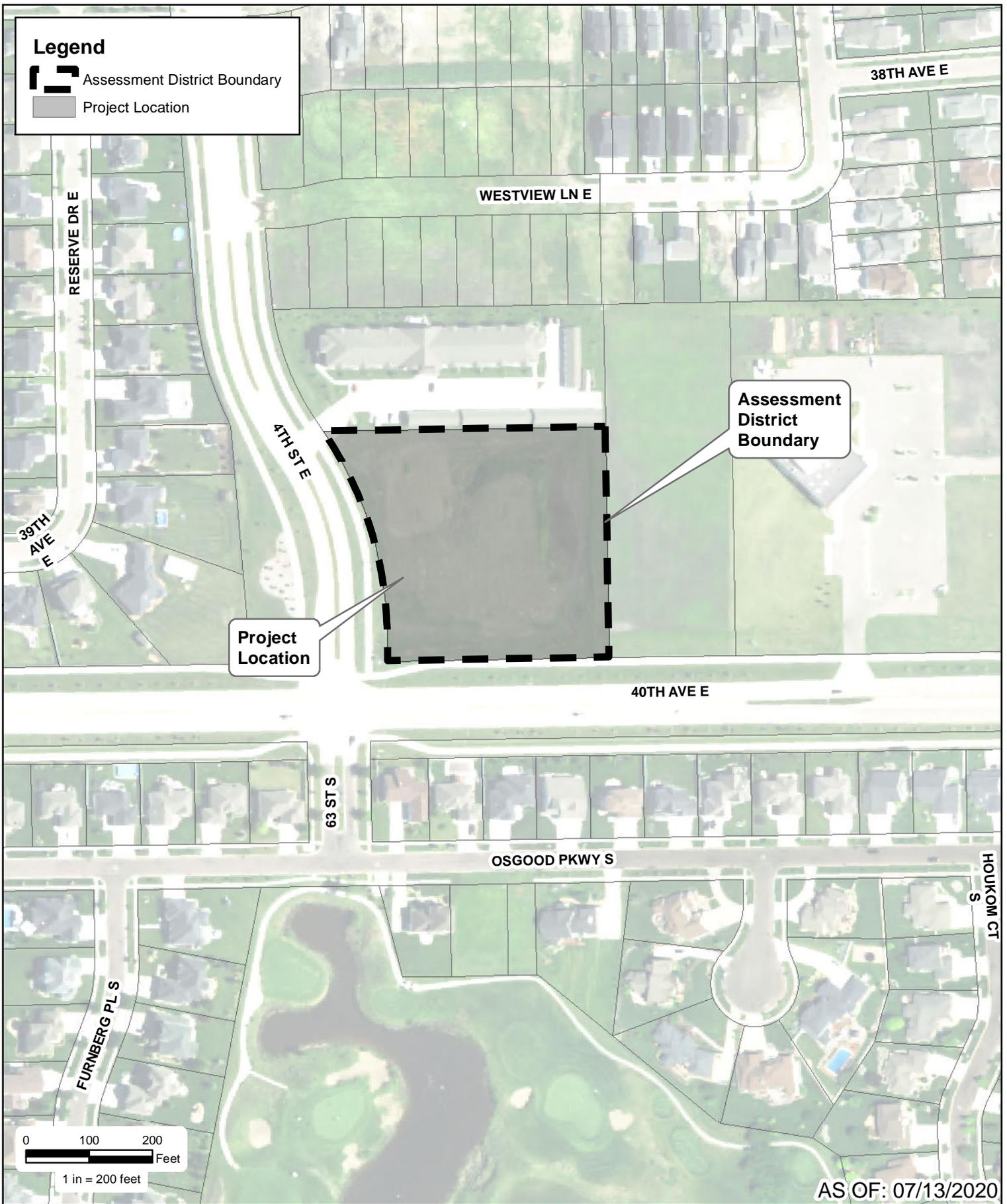
### EXISTING CONDITIONS



Project Site - 40th Avenue Looking North

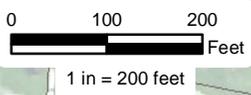
**Legend**

-  Assessment District Boundary
-  Project Location



Assessment District Boundary

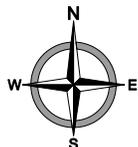
Project Location



AS OF: 07/13/2020

**ASSESSMENT DISTRICT MAP  
SEWER, WATER, STORM & STREET IMPROVEMENT DISTRICT NO. 1332  
WESTVIEW 4TH ADDITION  
WEST FARGO, NORTH DAKOTA**

Created By: TJS Date Created: 07/13/20 Date Saved: 07/13/20 Date Plotted: NEVER Date Exported: 07/13/20  
Plotted By: Tanner.Schmidt Parcel Date: 07/13/20 Aerial Image: 2019 County NAIP SIDS Elevation Data: N/A  
Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
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**moore**  
engineering, inc.

# City of West Fargo, North Dakota

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

### *District No. 1332*

### *Westview 4<sup>th</sup> Addition Improvements*

### *Engineer's Report*



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### Appendix A: Maps & Exhibits

- Assessment District Map
- Westview 4<sup>th</sup> Addition Preliminary Plat
- General Layout – Proposed Infrastructure
- Request for Improvements
- Landscape Plan

### Appendix B: Preliminary Cost Estimates

- Engineer's Opinion of Probable Cost

---

## **INTRODUCTION**

The purpose of this project is to install new City of West Fargo (“City”) infrastructure (“Improvements”) to service the proposed plat Westview 4<sup>th</sup> Addition (Property) as petitioned by Mike Graham of Oakridge Office Condos, LLC (Developer) and approved by the Commission on July 6, 2020. For related information, see the following exhibits: “Assessment District Map”, “Westview 4<sup>th</sup> Addition” preliminary plat. The proposed plat is a commercial development north of 40<sup>th</sup> Avenue East and consists of 22 commercial lots.

The purpose of the engineer’s report is to establish the general nature, purpose, and feasibility of the proposed Improvements as well as to estimate the probable costs of the Improvements. Additionally, this report will discuss the existing City infrastructure and condition of the Property, the need for the Improvements, preliminary opinions of costs and recommendations for City Improvements associated with the Property.

### **1. EXISTING FACILITIES**

#### ***1.1. Land Use***

The Property is currently platted and zone a planned unit development (PUD) and is currently undeveloped. With the south side of the property abutting the 40<sup>th</sup> Avenue S. right-of-way, this development is also considered a Corridor Overlay. The property is proposed to be subdivided from a single commercial lot into 22 smaller commercial lots in the location shown on the preliminary plat.

#### ***1.2. City Infrastructure***

Infrastructure located within the 4<sup>th</sup> Street E. right-of-way are able to provide and adequately service the proposed property. Connections to the existing sanitary sewer, water and storm sewer systems are shown on the General Layout included in the Appendix.

Additionally, there is a substantial stockpile of what is assumed to be mostly of clay. It is our understanding this stockpile is owned by the City and will be used as needed on the project to achieve necessary elevations for drainage and other purposes with the remaining exported from the site.

---

## **2. NEED FOR PROJECT**

The Developer's market analysis has determined a new style of development is necessary which has resulted in the replatting the property. The new "style" of development is what the developer has in Oak Ridge 11<sup>th</sup> Addition as well as Oak Ridge 18<sup>th</sup> Addition and has proven to be successful which is requiring additional lots.

## **3. PROPOSED IMPROVEMENTS**

The existing infrastructure in this area is adequate to service the property. Sanitary sewer, water main, storm sewer and street systems will be connected to and continued within the property. All proposed improvements will be installed per City standards and specifications. The following is further information relating to the different design aspects assumed to be designed and constructed in conjunction with the development of this property.

### ***3.1. Sanitary Sewer***

All sanitary sewer mains will be PVC pipe designed and constructed in accordance with City of West Fargo design standards and will be a diameter of 8 inches with 6 inch services extended in to the properties.

### ***3.2. Water Main***

All water main will be PVC C900 and will be designed and constructed in accordance with City of West Fargo design standards and will have a diameter of 8 inches with 1 inch service lines extended in to the properties. Fire hydrants will also be installed in order to assist with fire protection of the property.

### ***3.3. Storm Sewer***

Storm sewer under roadways will be Reinforced Concrete Pipe (RCP) of various sizes to collect runoff in the streets and flows will be directed in to the existing pipe that conveys storm water west to the 4<sup>th</sup> St. E. system which flows north in to the Shadow Creek pond system. Runs for rear yard inlets may be High Density Polyethylene (HDPE) pipe.

---

### **3.4. Streets**

The new streets to be constructed in Westview 4<sup>th</sup> Addition are intended to be 8" concrete driveway on top of a 9" aggregate base. The width of the streets as proposed in the preliminary plans is to be 24' wide, within the Utility and Access Easement. The Developer may decide to install the parking areas adjacent to the proposed streets. If this decision is made, the width of the concrete street would be widened to accommodate the parking. This decision will need to be made during the design process.

### **3.5. Sidewalks**

There is no proposed installation of new sidewalk on this project. In order to complete the water main loop, it will need to be connected to 4<sup>th</sup> St. E. on the west side of the project which will require the removal and replacement of the 10' multi-use path along 4<sup>th</sup> St. E. Approximately 20' of multi-use path will be removed for the connection of this water main.

## **4. EVALUATION OF ALTERNATIVES**

Given the nature and history of this site being a fill in development for the area, it has been determined that the proposed design submitted with the new proposed Westview 4<sup>th</sup> Addition plat and the utility and roadway infrastructure as called out in this report is selected as the only alternative. No additional alternatives were evaluated in conjunction with this report.

## **5. RIGHT-OF-WAY**

For the purposes of this report, the preliminary plat was given a cursory review and the following items were identified.

### **5.1. Easements**

The easements shown in the preliminary plat are 24' in width. This is not adequate to provide 10' of separation between the sanitary sewer, water main and storm sewer utilities and allowing enough room to maintain these utilities in the future. With only 24' in easement width the utilities that are constructed 10' off of centerline would only be 2' from the easement line.

---

As with previous similar developments, it is recommended that the easement width be widened out to a minimum of 30' which would give a minimal amount of 5' of room for future maintenance.

In addition to this, additional easement will be needed from lots 1 and 9 to accommodate infrastructure through the curve entering the property. Per the landscape plan that was included in the August 6, 2020 Commission packet, these locations are to remain greenspace so this easement accommodation should not have any effect on the proposed building sites.

## **6. IMPROVEMENT COSTS AND FUNDING**

The following is a discussion on both the estimated improvement costs for the proposed improvements as well as a discussion of existing and pending assessments to the property from other previous improvements.

### ***6.1. Proposed Improvement Costs and Funding***

It is assumed that the proposed project would involve constructing private concrete streets and City of West Fargo utilities consisting of sanitary sewer, water and storm sewer improvements. The total project cost is estimated to be \$1,300,000. The Improvements are intended to be funded through the special assessment district 'Sewer, Water, Storm and Street Improvement District No. 1332' which is described in the Assessment District Boundary Map as the proposed 22 lots contained within the Westview 4th Addition Development. This allocation results in an estimated average of \$59,090 in proposed special assessments per lot.

Please note that there is some variation in areas of the proposed lots. For the purposes of this report it is assumed that the costs associated with the development of this parcel will be divided evenly amongst the newly created 22 parcels within the Westview 4th Addition Development.

A detailed Preliminary Engineer's Opinion of Probable Cost has been provided in Appendix B.

### ***6.2. Existing and Pending Special Assessments***

The parent property parcel pin number for the proposed Westview 4th Addition plat is 02-5231-00010-000 and it currently has \$314,648.41 in existing special assessments for Districts 1189, 1202, 1219, 1243, 1244, 1259, 2182, 2189, 2193, 2216, 2232, 2233, 2239, 4039, 4046, and 2011-1. The parent parcel also has an estimated \$44,164 in pending specials for the District 2250 Sheyenne Street project. After platting into the proposed 22 lots, there is an estimated average of \$14,302 per

---

lot in existing assessments and \$2,007 in pending assessments with some lots having more or less depending on individual lot differences and benefit allocation.

In summary, there are a total of 22 lots being platted within the Westview 4th Development to be specially assessed. Combining the proposed improvement assessed costs with the existing and pending special assessments equates to an estimated average special assessment amount of \$75,400 per lot.

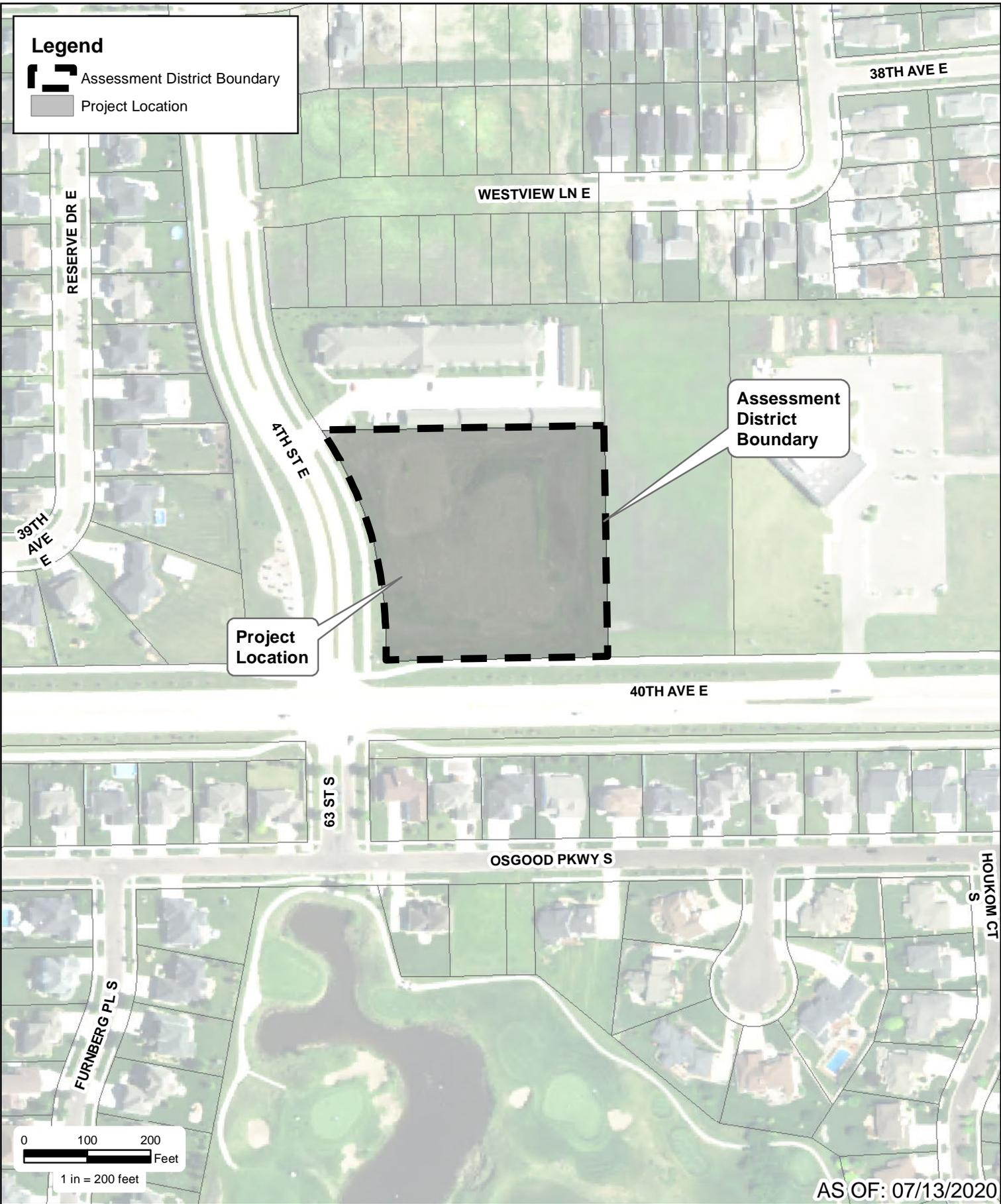
## **7. CONCLUSIONS AND RECOMMENDATIONS**

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

Based on the information contained within this report, we recommend approval of the Improvements as presented.

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# APPENDIX A

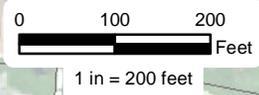


**Legend**

-  Assessment District Boundary
-  Project Location

**Project Location**

**Assessment District Boundary**



AS OF: 07/13/2020

**ASSESSMENT DISTRICT MAP**  
**SEWER, WATER, STORM & STREET IMPROVEMENT DISTRICT NO. 1332**  
**WESTVIEW 4TH ADDITION**  
**WEST FARGO, NORTH DAKOTA**

Created By: TJS    Date Created: 07/13/20    Date Saved: 07/13/20    Date Plotted: NEVER    Date Exported: 07/13/20  
 Plotted By: Tanner.Schmidt    Parcel Date: 07/13/20    Aerial Image: 2019 County NAIP SIDS    Elevation Data: N/A  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet    Vertical Datum: NAVD1988  
 T:\Projects\21300\21326\21326\_Improvement\_District\_Map.mxd



# WESTVIEW 4TH ADDITION A REPLAT OF LOT 1, BLOCK 1, WESTVIEW 2ND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

## OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT CAMBRIDGE CONDOCS, LLC, IS THE OWNER OF THAT PART OF THE SOUTHWEST QUARTER (E/4) OF SECTION 29, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN TO THE CITY OF WEST FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 1, WESTVIEW 2ND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA. SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS WESTVIEW 4TH ADDITION TO THE CITY OF WEST FARGO, NORTH DAKOTA, SAID WESTVIEW 4TH ADDITION, CONSISTS OF 22 LOTS, LOT 1, BLOCK 1, AND CONTAINS 313,000 SQUARE FEET, MORE OR LESS TOGETHER WITH ADJACENT AND NEIGHBORING RECORD.

BY: CAMBRIDGE CONDOCS, LLC  
CAMBRIDGE CONDOCS, LLC

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED \_\_\_\_\_, OWNER OF CAMBRIDGE CONDOCS, LLC, TO ME KNOWN TO BE THE PERSON WHOSE NAME AND ADDRESS WAS SET FORTH IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

## SURVEYORS' CERTIFICATE

I, COLA A. WEST, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS WESTVIEW 4TH ADDITION, THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA AND THAT THE MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUNDS AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.

COLA A. WEST  
REGISTERED LAND SURVEYOR  
NO REG. NO. 7513

STATE OF NORTH DAKOTA }  
COUNTY OF CASS }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLA A. WEST, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

## CITY ENGINEERS' APPROVAL

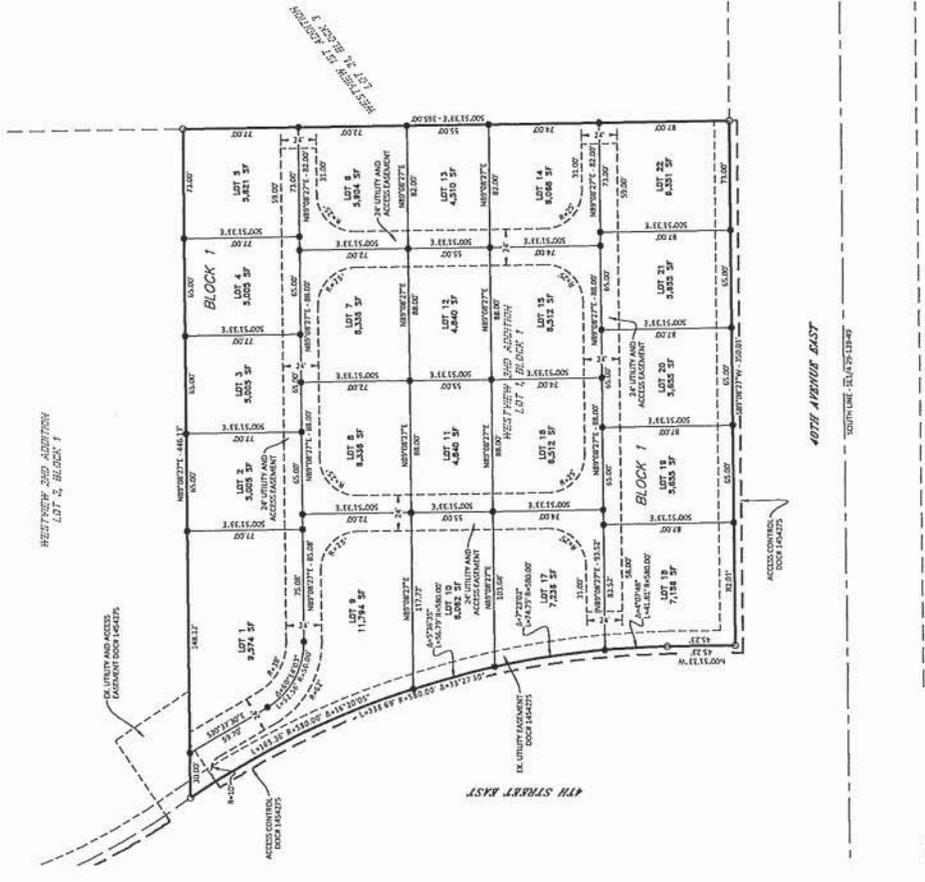
THIS PLAT IN THE CITY OF WEST FARGO, NO. 5 HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

JUSTIN T. SKOTT  
CITY ENGINEER

STATE OF NORTH DAKOTA }  
COUNTY OF CASS }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JUSTIN T. SKOTT, TO ME KNOWN TO BE THE PERSON WHOSE NAME AND ADDRESS WAS SET FORTH IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_



DATE OF SURVEY: JUNE, 2020  
NAME OF REBAR: NADRA, NORTH DAKOTA STATE PLANE  
SCOUTING INTERNATIONAL, ILL.

## LEGEND

- MONUMENT SET
- MONUMENT FOUND
- RE BARMENT
- EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW FLOW/PROPERTY LINE
- EX. SECTION LINE
- ACCESS CONTROL LINE

WEST FARGO PLANNING COMMISSION APPROVAL  
THIS PLAT IN THE CITY OF WEST FARGO, NO. 5 HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

TONA MCCOUGALL  
CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION  
STATE OF NORTH DAKOTA }  
COUNTY OF CASS }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TONA MCCOUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, TO ME KNOWN TO BE THE PERSON WHOSE NAME AND ADDRESS WAS SET FORTH IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

WEST FARGO CITY COMMISSION APPROVAL  
THIS PLAT IN THE CITY OF WEST FARGO, NO. 5 HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BEATE L. LINDAS, PRESIDENT OF  
THE WEST FARGO CITY COMMISSION  
TINA RISE  
CITY AUDITOR  
STATE OF NORTH DAKOTA }  
COUNTY OF CASS }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BEATE L. LINDAS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, TO ME KNOWN TO BE THE PERSON WHOSE NAME AND ADDRESS WAS SET FORTH IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BEATE L. LINDAS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, TO ME KNOWN TO BE THE PERSON WHOSE NAME AND ADDRESS WAS SET FORTH IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

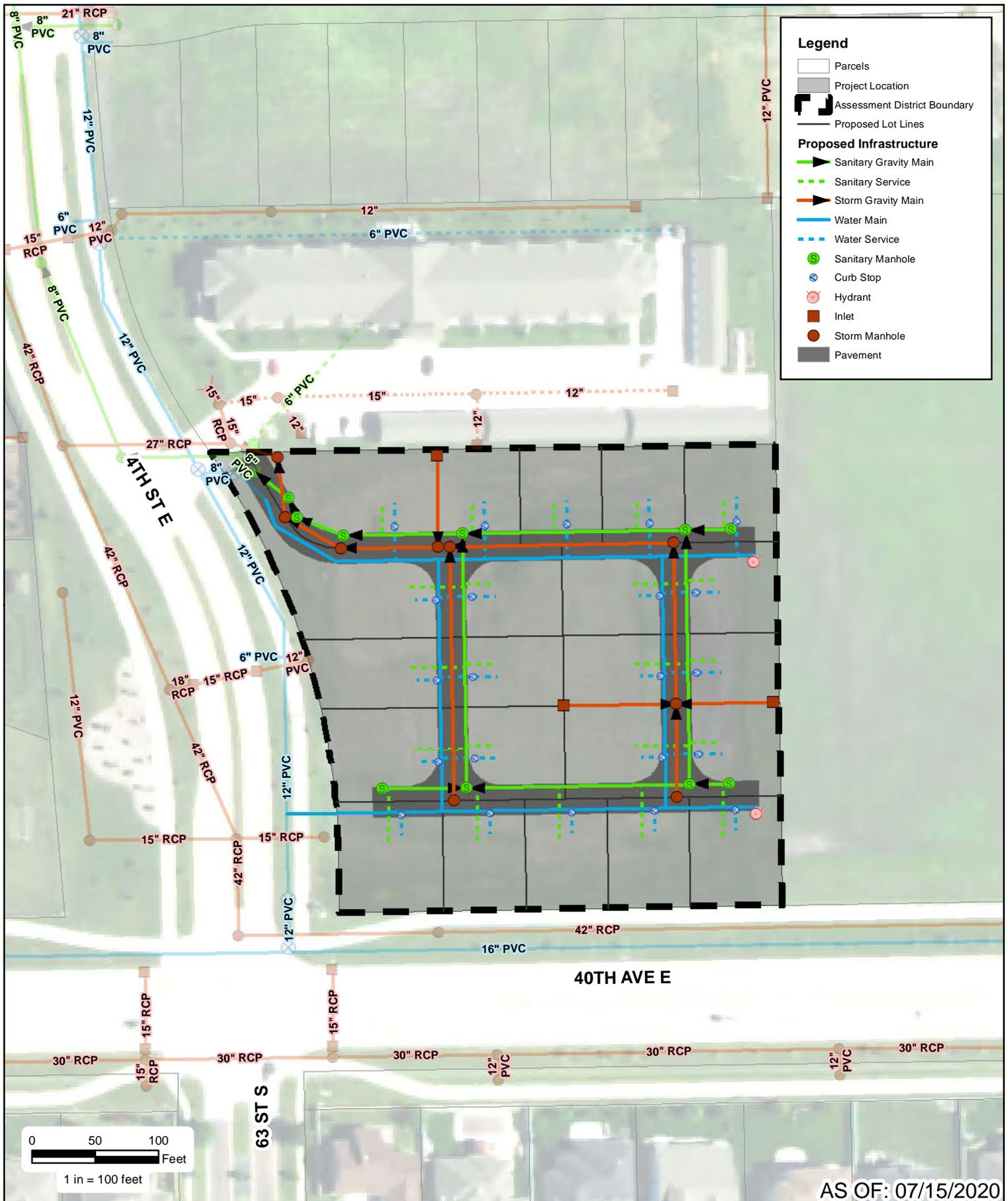
WEST FARGO CITY ATTORNEY APPROVAL  
HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND DESCRIPTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

JOHN T. SHOOLEY  
CITY ATTORNEY  
STATE OF NORTH DAKOTA }  
COUNTY OF CASS }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOOLEY, CITY ATTORNEY, TO ME KNOWN TO BE THE PERSON WHOSE NAME AND ADDRESS WAS SET FORTH IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

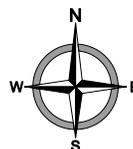
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_





**GENERAL LAYOUT  
SEWER, WATER, STORM & STREE IMPROVEMENT DISTRICT NO. 1332  
WESTVIEW 4TH ADDITION  
WEST FARGO, NORTH DAKOTA**

Created By: TJS Date Created: 07/13/20 Date Saved: 07/15/20 Date Plotted: NEVER Date Exported: 07/15/20  
 Plotted By: Tanner.Schmidt Parcel Date: 07/13/20 Aerial Image: 2019 County NAIP SIDS Elevation Data: N/A  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
 T:\Projects\21300\21326\21326\_Proposed\_Utilities.mxd



**moore**  
engineering, inc.

I/ we Mike Graham (Oakside office condos) are the legal and equitable owners of the following described property, to-wit:

[Insert Legal Description] Westview 4<sup>th</sup> Addition

(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 Mains, Storm Water, Paving (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 17 day of June, 2020.

OWNERS:

Mike Graham  
Okride Office Condos

**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.**

PAGE: 1 of 2      WD      1586325  
The Title Company-Commercial      3/31/2020 11:50 AM  
Recorded Electronically      \$20.00

RECORDER'S OFFICE, CASS COUNTY, ND      3/31/2020 11:50 AM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1586325**  
Recorded Electronically



240612

### WARRANTY DEED

**THIS INDENTURE**, Made this 31<sup>st</sup> day of March, 2020,  
between Buchholz Custom Homes LLC, a North Dakota limited liability company,  
Grantor, and Oakridge Condos, LLC, Grantee, whose post office address is  
3251 Oakridge Loop E West Fargo ND 58078.

**WITNESSETH**, For and in consideration of the sum of One Dollar (\$1.00) and  
other good and valuable consideration 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:

Lot One, in Block One, of Westview Second Addition to the City of West Fargo,  
situate in the County of Cass and the State of North Dakota.

The legal description was obtained from a previously recorded instrument.

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 and assessments for  
special improvements which have not been certified to the County Treasurer for  
collection, easements 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 warrant and  
defend.

I certify that the full consideration for this transaction is \$857,588.00.

Date: 3/31/2020

  
Grantee or Grantee's Agent

02-5231-00010-000

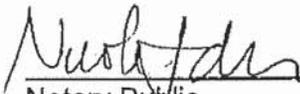
IN TESTIMONY WHEREOF, the Grantor has caused these presents to be executed in its name.

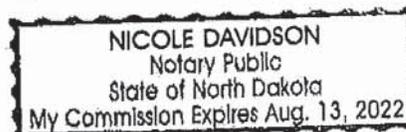
Buchholz Custom Homes LLC

  
By: President Mark Buchholz  
Its:

STATE OF NORTH DAKOTA  
COUNTY OF CASS

On this 31<sup>st</sup> day of March, 2020, before me personally appeared Mark Buchholz, known to me to be the President of Buchholz Custom Homes LLC, a North Dakota limited liability company who is described in, and who executed the within and foregoing instrument and severally acknowledged that he executed the same on behalf of said limited liability company.

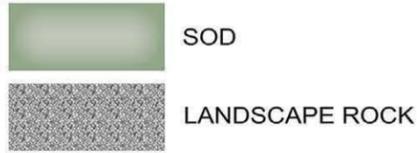
  
\_\_\_\_\_  
Notary Public  
My Commission expires:



This document was prepared by:  
Wheeler McCartney, P.C.  
35 4th St N, Suite 102  
Fargo, ND 58102

AUDITOR'S OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
3/31/2020  
Taxes and Special Assessments paid  
and transfer entered.  
 AUDITOR  
AS \_\_\_\_\_ DEPUTY





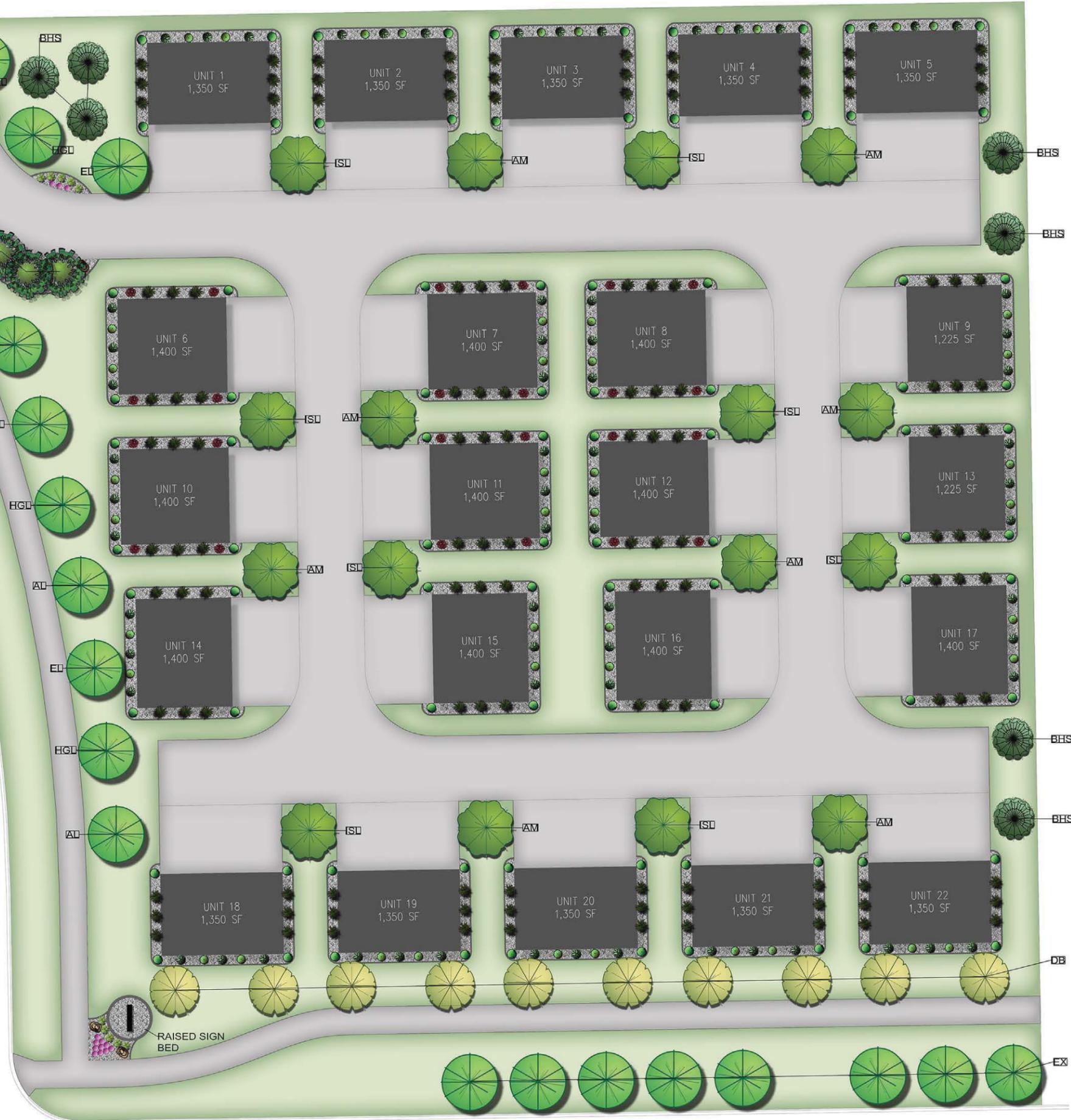
- NOTES**
1. CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATION OF ALL EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH WORK TO BE DONE.
  2. LANDSCAPE CONTRACTOR TO REMOVE WEEDS, REMAINING VEGETATION, AND FINE GRADE ENTIRE SITE PRIOR TO PLANTING. RECEIVE APPROVAL FROM CONSTRUCTION MANAGER FOR APPROVAL OF FINE GRADING.
  3. FINISH GRADES AND EDGING SHALL BE APPROVED PRIOR TO PLANTING OPERATIONS.
  4. EDGING TO BE MECHANICALLY FORMED, CAST-IN-PLACE CONCRETE EDGING, STYLE AND COLOR TO BE SELECTED BY OWNER. INSTALL EDGING LEVEL AND EVEN.
  5. ALL NEWLY PLANTED MATERIAL SHALL BE THOROUGHLY SOAKED WITH WATER WITHIN 3 HOURS OF PLANTING.
  6. THIRTY DAYS AFTER PLANTING, CONTRACTOR SHALL RE-STAKE AND STRAIGHTEN TREES AS NECESSARY.
  7. ALL PLANTING BEDS ARE TO RECEIVE 3" DEPTH OF 2-4" DIA. CLEAN WASHED, LANDSCAPE ROCK OVER A 5 OZ. WOVEN LANDSCAPE WEED-BARRIER FABRIC.
  8. BOULDERS INDICATED ON PLAN ARE TO BE 3-4' LIMESTONE BOULDERS.
  8. ALL PLANTING BEDS TO HAVE 'PREEN FOR PERENNIALS' OR APPROVED EQUAL PRE-EMERGENT HERBICIDE APPLIED AT RATES RECOMMENDED BY MANUFACTURER.
  9. ALL PLANTS IN LAWN AND ROCK MULCH BEDS TO RECEIVE 4" DEPTH SHREDDED CEDAR WOOD MULCH AS INDICATED BELOW; a. TREES- 5' DIAMETER b. SHRUBS - 2' DIAMETER c. PERENNIALS - 18" DIAMETER
  10. CONTRACTOR SHALL GUARANTEE PLANT MATERIAL TO BE ALIVE AND IN A HEALTHY CONDITION FOR A PERIOD OF 1-YEAR FROM DATE OF SUBSTANTIAL COMPLETION OF PLANTING OPERATIONS. PLANTS WITH LESS THAN 50% CANOPY AS DETERMINED BY OWNER SHALL BE CONSIDERED DEAD AND BE REPLACED BY CONTRACTOR.

NOTE: FINAL QUANTITIES AND CONFIGURATION OF PLANTING MAY BE ADJUSTED. MINIMUM LDC REQUIREMENTS FOR STREET PLANTING, BUFFER PLANTING AND OPEN SPACE PLANTING WILL BE MAINTAINED

**PLANTING LEGEND**

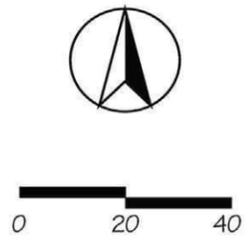
SYM	TREES	SIZE	QUANTITY
AL	AMERICAN LINDEN	2"	4
HGL	HARVEST GOLD LINDEN	2"	4
EL	EMERALD LUSTRE NORWAY M/	2"	3
PB	PILLAR BIRCH	2"	3
ISL	IVORY SILK LILAC	1.5"	8
AM	AMUR FLAME MAPLE	1.5"	8
DB	DAKOTA PINNACLE BIRCH	1.5"	10
BHS	BLACK HILLS SPRUCE	6-7'	7
EX	EXISTING TREES	-	-
SYM	SHRUBS	SIZE	
	ANNABELLE HYDRANGEA	#2	
	DWARF KOREAN LILAC	#2	
	GLOBE BLUE SPRUCE	#2	
	TAUNTUN YEW	#2	
	CRIMSON PYGMY BARBERRY	#1	
	KARL FOERSTER GRASS	#1	
	PERENNIALS	#1	

4TH STE



40TH AVE S

40TH AVE  
OFFICE PARK  
WEST FARGO, ND



LANDSCAPE PLAN

L1.0

---

# APPENDIX B

**SEWER, WATER, STORM AND STREET IMPROVEMENT DIST. NO. 1332  
WESTVIEW 4TH ADDITION  
WEST FARGO, ND**

*Engineer's Opinion of Cost*

ITEM	UNIT	ESTIMATED		TOTAL
		QUANTITY	UNIT PRICE	
<b>Sanitary Sewer Items</b>				
1. Sanitary Sewer - Connect To Existing	Each	1	\$550.00	\$550.00
2. Sanitary Sewer - 8" PVC SDR 35	LF	1,060	\$40.00	\$42,400.00
3. Sanitary Sewer Manhole - 48"	Each	10	\$6,000.00	\$60,000.00
4. Sanitary Sewer Cleanout - Remove	Each	1	\$150.00	\$150.00
5. Sanitary Sewer Televising Riser	Each	22	\$400.00	\$8,800.00
6. Sanitary Sewer Service Connection - 6" PVC SDR 26	Each	22	\$425.00	\$9,350.00
7. Sanitary Sewer Service - 6" PVC SDR 26	LF	700	\$35.00	\$24,500.00
8. Televising - Sanitary Sewer Main	LF	1,060	\$2.50	\$2,650.00
9. Televising - Sanitary Sewer Service	Each	22	\$115.00	\$2,530.00
<b>Water Main Items</b>				
1. Tapping Sleeve & Valve - 12" x 8"	Each	1	\$4,500.00	\$4,500.00
2. Water Main - Connect To Existing	Each	1	\$775.00	\$775.00
3. Water Main - 8" PVC C900	LF	1,200	\$36.00	\$43,200.00
4. Specials	Lbs	1,000	\$5.75	\$5,750.00
5. Gate Valve & Box - 6"	Each	2	\$1,600.00	\$3,200.00
6. Gate Valve & Box - 8"	Each	1	\$2,000.00	\$2,000.00
7. Hydrant - 10'	Each	2	\$5,000.00	\$10,000.00
8. Hydrant Lead - 6" PVC C900	LF	25	\$40.00	\$1,000.00
9. Corporation - 1"	Each	22	\$350.00	\$7,700.00
10. Curb Stop & Box - 1"	Each	22	\$370.00	\$8,140.00
11. Water Service Line - 1"	LF	715	\$22.00	\$15,730.00
<b>Storm Sewer Items</b>				
1. Storm Sewer - Connect To Existing	Each	1	\$1,100.00	\$1,100.00
2. Storm Sewer - 12" RCP	LF	250	\$45.00	\$11,250.00
3. Storm Sewer - 15" RCP	LF	600	\$55.00	\$33,000.00
4. Storm Sewer - 18" RCP	LF	200	\$65.00	\$13,000.00
5. Storm Sewer Manhole - 48"	Each	9	\$3,000.00	\$27,000.00
6. Storm Sewer Catch Basin - 30"	Each	3	\$2,500.00	\$7,500.00
7. Temporary Pumping	LSum	1	\$2,000.00	\$2,000.00
<b>Roadway Items</b>				
1. Excavation - Unclassified	CY	500	\$10.00	\$5,000.00
2. Embankment	CY	500	\$9.00	\$4,500.00
3. Clay Export	CY	5,000	\$10.00	\$50,000.00
4. Subgrade Preparation	SY	3,500	\$3.50	\$12,250.00
5. Reinforcement Fabric	SY	3,500	\$3.00	\$10,500.00
6. Gravel - 9" NDDOT Class 5	CY	775	\$40.00	\$31,000.00
7. Concrete Pavement - Connect To Existing	Each	1	\$250.00	\$250.00
8. Multi-Use Path - Saw Full Depth	LF	20	\$15.00	\$300.00
9. Multi-Use Path - Remove	SY	15	\$20.00	\$300.00
10. Multi-Use Path - Connect To Existing	Each	2	\$100.00	\$200.00
11. Multi-Use Path - 5" Concrete	SY	15	\$75.00	\$1,125.00
12. Driveway - Concrete - Saw Full Depth	LF	25	\$20.00	\$500.00
13. Concrete Pavement - 8"	SY	3,100	\$100.00	\$310,000.00
14. Sign Anchor - In Ground	Each	5	\$220.00	\$1,100.00
15. Sign Post	LF	50	\$25.00	\$1,250.00
16. Signing - Standard	SF	50	\$20.00	\$1,000.00
17. Signing - 9"	LF	25	\$35.00	\$875.00
<b>General Items</b>				
1. Cleaning	LSum	1	\$2,750.00	\$2,750.00
2. Storm Water Management	LSum	1	\$2,500.00	\$2,500.00

3.	Traffic Control	LSum	1	\$1,500.00	\$1,500.00
4.	Mowing	Acre	3	\$100.00	\$300.00
5.	Watering	Each	6	\$150.00	\$900.00
6.	Excavation - 6" Topsoil Stripping	CY	1,125	\$3.50	\$3,937.50
7.	Topsoil Replacement - 4"	CY	10	\$10.00	\$100.00
8.	Rear Yard Grading	SY	1,350	\$3.00	\$4,050.00
9.	Inlet Protection Device	Each	16	\$175.00	\$2,800.00
10.	Sedimentation Control Wattle - 9"	LF	100	\$2.75	\$275.00
11.	Sedimentation Control Fence	LF	200	\$3.00	\$600.00
12.	Stabilized Construction Entrance	Each	1	\$1,500.00	\$1,500.00
13.	Seeding - Type II	Acre	3	\$2,000.00	\$6,000.00
14.	Mulch - Type B - Hydromulch	Acre	3	\$2,100.00	\$6,300.00
15.	Mulch - Type A - Temporary Straw	Acre	5	\$300.00	\$1,500.00
Construction Subtotal					\$812,937.50
Contingencies					\$202,062.50
<b>Total Construction</b>					<b>\$1,015,000.00</b>
Study and Report					\$12,000.00
Engineering (11%)					\$111,650.00
Additional Consulting Services					\$48,000.00
Legal & Administration					\$72,000.00
Bond Discount					\$41,350.00
<b>TOTAL PROJECT</b>					<b>\$1,300,000.00</b>



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5330  
[www.westfargond.gov](http://www.westfargond.gov)

Regular Agenda 5

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

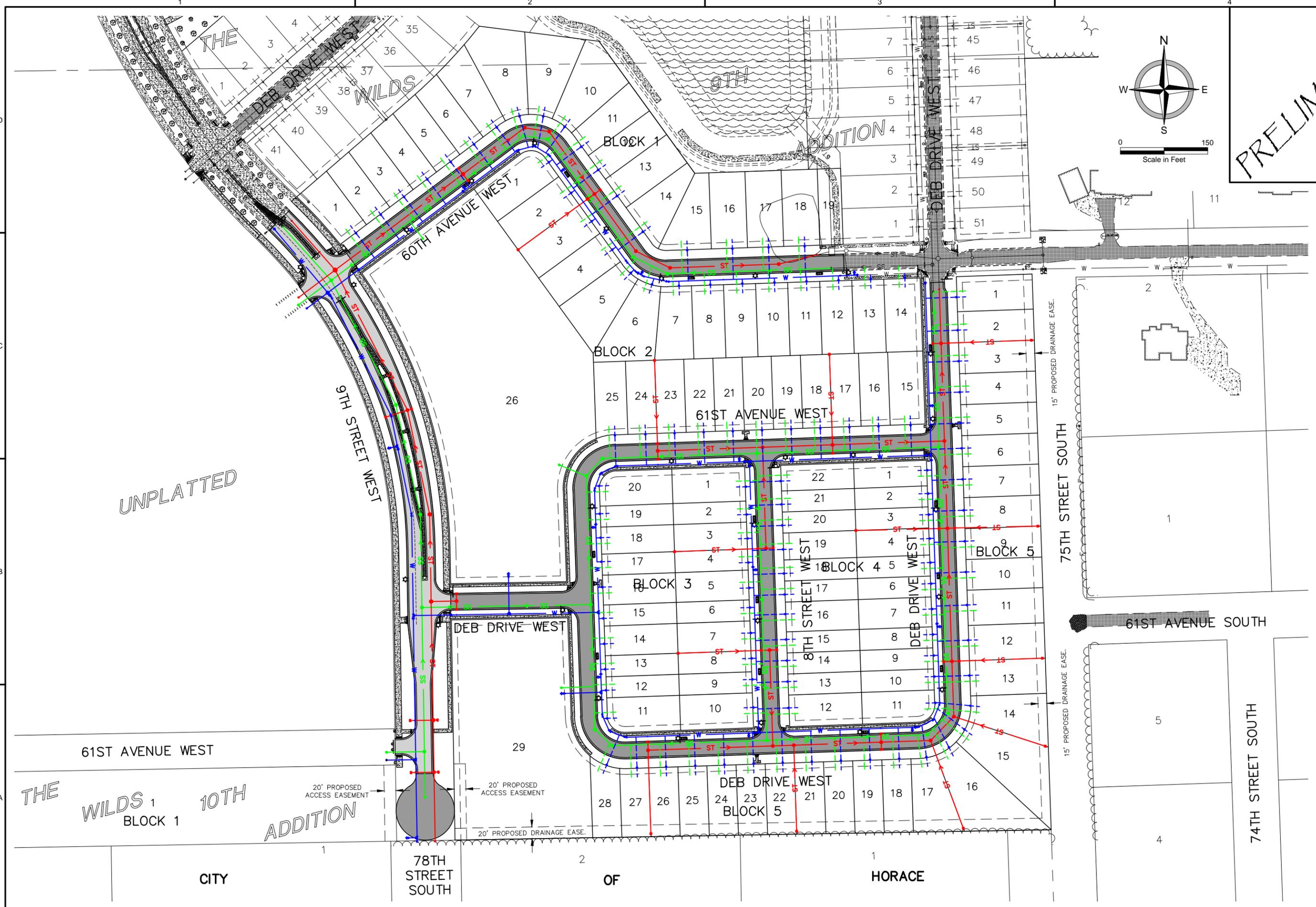
**OFFICE USE:**  
**AGENDA ITEM # \_\_\_\_\_**

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

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING:
  - July 20<sup>th</sup> 2020
3. DESCRIPTION OF REQUEST:
  - Review design sheet titled "General Layout" representing the Plans and Specifications for construction of *Sewer, Water, Storm, and Street Improvement District No. 1331*.
  - Review Bid Advertisement for *Sewer, Water, Storm, and Street Improvement District No. 1331*.
4. LOCATION (address; legal; etc.):
  - Wilds 20<sup>th</sup> Addition.
5. ACTION(s) REQUESTED:
  - Approve Plans and Specifications for construction of *Sewer, Water, Storm, and Street Improvements for District No. 1331*.
  - Authorize advertisement of bid documents for construction of *Sewer, Water, Storm, and Street Improvements for District No. 1331*.

ADDITIONAL INFORMATION:

FILE LOCATION: R:\Civil\3D Projects\21222\DRAWINGS\DESIGN\21222-PP.dwg



PRELIMINARY



GENERAL LAYOUT  
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1331  
THE WILDS 20TH ADDITION  
WEST FARGO, NORTH DAKOTA  
GENERAL LAYOUT

DATE:	07.16.20
REVISED:	---
RECORD:	---
PROJECT No.	21222
MANAGER:	MWW
DESIGNER:	AJS
DRAFTER:	KAG
REVIEWER:	KJMc

CITY OF WEST FARGO  
WEST FARGO, NORTH DAKOTA  
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1331  
THE WILDS 20<sup>TH</sup> ADDITION

ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above. The Project consists of constructing sanitary sewer mains and services, water mains and services, storm sewer, concrete streets with curb & gutter, asphalt streets with curb & gutter, street lights, sidewalks, multi-use paths, storm water retention pond slope correction and other miscellaneous installations for a new collector roadway and residential development.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until August 13, 2020 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at [www.mooreengineeringinc.com](http://www.mooreengineeringinc.com) by clicking the Bid Information tab, or at [www.questcdn.com](http://www.questcdn.com).

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

Digital project bidding documents will be available at [www.mooreengineeringinc.com](http://www.mooreengineeringinc.com) by clicking the Bid Information tab, or at [www.questcdn.com](http://www.questcdn.com). You may download the complete set of digital documents for a nonrefundable fee of \$40.00 by locating eBidDoc™ Number [XXXXXXX] on the website. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05.

Owner: City of West Fargo  
By: Tina Fisk  
Title: City Administrator  
Date: July 20, 2020

+ + END OF ADVERTISEMENT FOR BIDS + +



Dustin T. Scott - City Engineer  
 Jerry Wallace – Civil Engineer  
 Andrew Wrucke – Transportation Engineer  
 Kayla Volness – Engineering Office Manager

Engineering Department  
 800 4<sup>th</sup> Ave E  
 West Fargo, ND 58078  
 701-433-5330  
[www.westfargond.gov](http://www.westfargond.gov)

Regular Agenda 6

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

**OFFICE USE:**  
 AGENDA ITEM # \_\_\_\_\_

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

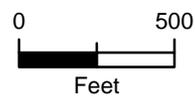
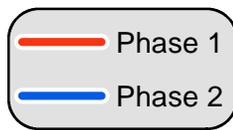
1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  
2. DATE OF MEETING:
  - July 20<sup>th</sup> 2020
  
3. DESCRIPTION OF REQUEST:
  - Review and discussion on Drain 45 Multi-Use Path - Phase One and notice of grant for Phase Two
  
4. LOCATION (address; legal; etc.):
  - Phase One: 7<sup>th</sup> Ave E to 13<sup>th</sup> Ave E
  - Phase Two: 7<sup>th</sup> Ave E to Main Ave E
  
5. ACTION(s) REQUESTED:
  - Direct staff on how to proceed with Phase One and Phase Two

ADDITIONAL INFORMATION:

- See attached memorandum prepared by Metro COG
- The following is a list of recent City Commission Actions for Phase One:
  - February 17, 2020 – City Commission reviewed and approved the Engineers Report as well as directed the engineer to prepare plans and specifications for Phase One
  - April 6 and 20, 2020 – City Commission reviewed Task Order for engineering services but took no action. Project has remained on hold.



**Proposed Drain 45 Multi-Use Path  
Main Avenue to 13th Avenue Connection  
City of West Fargo Application for  
Transportation Alternatives Program**



To: **Dustin Scott, P.E., City Engineer, City of West Fargo**  
From: **Luke Champa, Assistant Transportation Planner**  
Date: **7/16/2020**  
Re: **Drain 45 Project & Transportation Alternative (TA) Funding**

**BASED ON GRANT APPLICATION...  
NOT "ENGINEER'S ESTIMATE"**

Metro COG has gathered some background information on the Drain 45 project as it pertains to the Transportation Alternative (TA) funding solicitation and prioritization process. The project has received TA federal funding awards for Phase 1 and Phase 2 of the project as listed below:

Year (FFY)	Location	Length (miles)	Project Limits		Project Description	Total Cost	Federal Award	Local Match
			From	To				
2020	Drain 45	0.5	7 <sup>th</sup> Ave E	13 <sup>th</sup> Ave E	Construction of a Multi-Use Path Along Drain 45 (Phase 1)	\$387,000	\$232,000	\$155,000
2022	Drain 45	0.5	7 <sup>th</sup> Ave E	Main Ave	Construction of a Multi-Use Path Along Drain 45 (Phase 2)	\$442,500	\$290,000	\$152,500
	TOTAL	1.0	13 <sup>th</sup> Ave E	Main Ave	Construction of a Multi-Use Path Along Drain 45	\$829,500	\$522,000	\$307,500

The NDDOT goes through a competitive solicitation process to receive TA project applications from jurisdictions across North Dakota. For jurisdictions within Urbanized Areas, such as West Fargo, the TA applications must be submitted through Metro COG, the federally designated Metropolitan Planning Organization for the FM Metropolitan Area. City of West Fargo staff (planning & engineering) submit their TA eligible projects to Metro COG, after which all applications received for the metro area are reviewed and prioritized by the agency's Bicycle & Pedestrian Committee, Transportation Technical Committee (TTC) and Policy Board and formally submitted to the NDDOT. Final project prioritization and selection is determined by the NDDOT, specifically from the Transportation Alternatives (TA) Project Selection Committee.

West Fargo has submitted TA applications for Drain 45 for the past six years. A summary of the applications and outcomes for West Fargo TA applications can be seen below:

Solicitation Year	Applications Submitted By WF	Metro COG Priority	NDDOT Priority	Outcome
2014	1	2 of 3	12 of 14	No funding awarded
2015	1	4 of 4	Unknown	No funding awarded
2016	1	3 of 4	6 of 11	No funding awarded
2017	3	4 of 7*	Unknown	No funding awarded
2018	3	3 of 7*	7 of 22	Phase 1 Awarded (2020) <sup>1</sup>
2019	1	1 of 3	4 of 12	Phase 2 Awarded (2022)

\* Ranked 2<sup>nd</sup> out of the 3 WF projects

<sup>1</sup> Phase 2 was NDDOT priority 17 of 22 in 2018

Detailed Metro COG and NDDOT TA project prioritization information is attached to this memo.

Jurisdictions are not required to accept rewards if a project won't be ready or is unable to move forward with construction. NDDOT will then move down the prioritized list and award the funds to the next highest priority. For example, in the case of the Drain 45 awards, this would result in the federal TA funds likely moving to projects outside the FM Metropolitan Area.

#### Environmental Justice Factors

Metro COG recently updated the Environmental Justice Factors Map for the Draft 2021-2024 Transportation Improvement Program to identify federal projects that may impact under-represented census block groups in the community. The environmental justice factors that Metro COG maps include:

- Block groups with greater than 25% minority population
- Low income block groups

A detailed section within Metro COG's Title VI Plan (page 32), which was updated in 2019, explains the methodology and definitions used to map these block groups within the urbanized area.

Phase 2 of the Drain 45 project was identified as having significant environmental justice considerations in the 2021-2024 TIP, as it abuts a low income area and is very near defined minority areas. A map of the environmental justice factors and Drain 45 project is attached.

#### Attachments

1. Make-up of Metro COG's Bicycle and Pedestrian Committee and NDDOT's Transportation Alternatives (TA) Project Selection Committee.
2. Metro COG and NDDOT TA project prioritization information by year
  - a. 2014
  - b. 2015
  - c. 2016
  - d. 2017
  - e. 2018
  - f. 2019
3. Title VI Non-Discrimination Plan
4. Environmental Justice Factor Maps – Drain 45

**DRAIN 45 MULTI-USE PATH IMPROVEMENTS**  
**7th Avenue to 13th Avenue Connection (Phases I)**  
**WEST FARGO ND**

Exhibit 2

Engineer's Opinion of Probable Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	
<b>PHASE I - 17TH AVENUE EAST TO 13TH AVENUE EAST</b>					
103	100 CONTRACT BOND	LSum	1	\$6,000.00	\$6,000.00
202	114 REMOVAL OF CONCRETE PAVEMENT	SY	75	\$15.00	\$1,125.00
202	130 REMOVAL OF CURB & GUTTER	LF	175	\$7.50	\$1,312.50
202	132 REMOVAL OF BITMINOUS SURFACING	SY	250	\$7.50	\$1,875.00
202	210 REMOVAL OF MANHOLE	EA	1	\$1,000.00	\$1,000.00
202	231 REMOVE & RESET INLETS	EA	7	\$1,500.00	\$10,500.00
203	109 TOPSOIL	CY	3,000	\$7.50	\$22,500.00
216	100 WATER	MGAL	100	\$20.00	\$2,000.00
251	200 SEEDING CLASS II	ACRE	3.5	\$700.00	\$2,450.00
253	201 HYDRAULIC MULCH	ACRE	3.5	\$1,500.00	\$5,250.00
260	100 SILT FENCE SUPPORTED	LF	4,800	\$2.50	\$12,000.00
260	101 REMOVE SILT FENCE SUPPORTED	LF	4,800	\$1.00	\$4,800.00
261	112 FIBER ROLL 12IN	EA	300	\$3.00	\$900.00
261	113 REMOVE FIBER ROLL 12IN	EA	300	\$1.00	\$300.00
265	100 STABILIZED CONSTRUCTION ACCESS	EA	5	\$2,000.00	\$10,000.00
265	101 REMOVE STABILIZED CONSTRUCTION ACCESS	EA	5	\$1,000.00	\$5,000.00
302	120 AGGREGATE BASE COURSE CL 5	TON	600	\$35.00	\$21,000.00
302	314 TEMPORARY TRAFFIC SURFACE AGGREGATE	TON	250	\$15.00	\$3,750.00
430	500 COMMERICAL GRADE HOT MIX ASPHALT	TON	25	\$90.00	\$2,250.00
550	112 8IN NON-REINF CONCRETE PAVEMENT CL AE	SY	200	\$100.00	\$20,000.00
702	100 MOBILIZATION	LSum	1	\$16,000.00	\$16,000.00
704	1100 TRAFFIC CONTROL	LSum	1	\$5,000.00	\$5,000.00
708	1540 INLET PROTECTION - SPECIAL	EA	8	\$200.00	\$1,600.00
708	1541 REMOVE INLET PROTECTION - SPECIAL	EA	8	\$50.00	\$400.00
709	151 GEOSYNTHETIC MATERIAL TYPE R1	SY	100	\$2.00	\$200.00
714	210 PIPE CONC REINF 15IN CL III - STORM DRAIN	LF	30	\$75.00	\$2,250.00
714	4097 PIPE CONDUIT 15IN- STORM DRAIN	LF	100	\$50.00	\$5,000.00
714	5010 PIPE CORR STEEL .064IN 15IN	LF	100	\$40.00	\$4,000.00
722	100 MANHOLE 48IN	EA	2	\$2,000.00	\$4,000.00
722	1100 MANHOLE 48IN RISER	LF	12	\$250.00	\$3,000.00
722	3500 INLET - TYPE 1	EA	2	\$4,000.00	\$8,000.00
722	3510 INLET - TYPE 2	EA	2	\$2,500.00	\$5,000.00
722	3700 INLET SPECIAL - TYPE 1 48IN	EA	1	\$4,000.00	\$4,000.00
748	140 CURB & GUTTER - TYPE I	LF	175	\$25.00	\$4,375.00
750	115 SIDEWALK CONCRETE 4IN	SY	100	\$45.00	\$4,500.00
750	120 SIDEWALK CONCRETE 5IN REINF	SY	2,800	\$50.00	\$140,000.00
750	2115 DETECTABLE WARNING PANELS	SF	80	\$50.00	\$4,000.00
754	110 FLAT SHEET FOR SIGNS - TYPE XI REFL SHEETING	SF	130	\$25.00	\$3,250.00
754	206 STEEL GALV POST - TELESCOPING PERFORATED TUBE	LF	250	\$20.00	\$5,000.00
754	592 RESET SIGN PANEL	EA	1	\$250.00	\$250.00
754	7005 BLINKER SIGN - SOLAR	EA	4	\$13,000.00	\$52,000.00
762	1325 PREF PATT PVMT MK 24IN LINE - GROOVED	LF	260	\$30.00	\$7,800.00

COULD REDUCE  
CONTINGENCIES

Construction Subtotal	\$413,637.50
Construction Contingencies (≈20%)	\$83,181.25
Design Contingencies (≈20%)	\$83,181.25
<b>Construction Subtotal</b>	<b>\$580,000.00</b>
Study & Report	\$16,000.00
Engineering (12%)	\$69,600.00
Additional Consulting Services	\$45,000.00
Legal & Administration	\$29,000.00
<b>TOTAL PROJECT COST</b>	<b>\$739,600.00</b>

June 25, 2020

Dustin Scott  
West Fargo City Engineer  
800 4<sup>th</sup> Ave East  
West Fargo, ND 58078

Subject: 2020 West Fargo Drain 45 Multi-Use Path Phase Two Project

Congratulations on the recent award of Transportation Alternatives (TA) funds for your West Fargo Drain 45 Multi-Use Path Phase One Project.

The federal aid project will be funded with 80.93% federal TA funds up to a maximum of \$290,000. These funds are for construction costs only.

Because of the high demand for TA funded projects, please notify us by July 31, 2020, that the local finances needed to plan and design this project are available.

It is presently planned that this project be developed, bids taken, and constructed by the end of the 2022 construction season. To meet this date, we encourage you to start project development and work towards a plan completion date between December 1, 2021, and March 15, 2022. The TA funds are for federal FY 2022 and these funds must be authorized by FHWA before the end of the fiscal year. The latest date that a completed set of plans can be submitted to the NDDOT is August 12, 2022. If you do not meet this date, your award of funds may be rescinded.

The process for the development of DOT projects shall be used and I will be able to assist you in the development of your project.

Once again, please notify us by July 31, 2020, what the wishes of the city of West Fargo are in regard to this project. You can contact me at 701-328-4787 if you have any questions.

*Pam Wenger*

Pam Wenger  
Local Government Division

38/sbh

June 23, 2020

Mr. Dustin Scott, PE  
West Fargo City Engineer  
800 4<sup>th</sup> Ave East  
West Fargo, ND 58078

Subject: 2022 Transportation Alternatives (TA) Program Projects

It is my pleasure to inform you that the West Fargo Drain 45 Multi-Use Path Phase Two Project was selected for TA funding. Your project will be funded to a maximum of \$290,000 for construction in 2022. Pam Wenger in our Local Government Division will soon be contacting you about project details.

It is encouraging to see the commitment that the city of West Fargo has made toward providing a new shared use path for an important connection in the community. This project is the second phase connection between Main Avenue and 13<sup>th</sup> Avenue toward improving pedestrian and bicycle movements to numerous schools, recreational facilities, and commerce.

A list of the prioritized projects is enclosed.

Sincerely,



William T. Panos  
Director

38/pjw  
Enclosure

**Urban Projects – 2022 Transportation Alternatives (TA)**

Ranking	City	Project	Federal Funds Requested	Federal Funds Awarded
1	Minot	Edison Elementary School SRTS	\$290,000	\$290,000
2	Mandan	Old Red Trail Phase 2	\$168,237	\$168,237
3	Bismarck	Bismarck Public Schools Safety Improvement	\$27,516	\$27,516
4	West Fargo	Drain 45 Multi-Use Path; Main Ave to 13th Ave Phase 2	\$290,000	\$290,000
5	Williston	River and Park Accessibility Trail Connections	\$74,860	\$74,860
6	Grand Forks	32nd Avenue South (S 42nd St to S 48th St)	\$236,316	Alternate
7	Wahpeton	8th Avenue North Shared Use Path	\$290,000	Alternate
8	Bismarck	US 83/State Street Multi Use Trail Extension	\$290,000	
9	Fargo	Deer Creek/Drain 27 Shared Use Path	\$290,000	
10	Bismarck	Burleigh Avenue Trail	\$224,152	
11	Bismarck	Hay Creek Trail	\$202,097	
12	Bismarck	Hay Creek Trail (North Connections)	\$290,000	
Total			\$2,673,178	\$850,613

**Rural Projects – 2022 Transportation Alternatives (TA)**

Ranking	City	Project	Federal Funds Requested	Federal Funds Awarded
1	Horace/Cass Co	County Road 17 - Shared Use Path	\$186,260	\$186,260
2	Watford City / McKenzie Co	2nd Avenue SW Multi-Use Path	\$200,000	\$200,000
3	Milnor / Sargent Co	Safe Walk to School	\$200,000	\$200,000
4	Linton / Emmons Co	ADA Ramps & Sidewalk Corridor	\$182,129	\$182,129
5	Beach / Golden Valley Co	3rd Street SW Multi-Use Trail	\$200,000	\$200,000
6	Crosby / Divide Co	Multiuse Path	\$199,088	\$199,088
7	Bowman / Bowman Co	Divide Street SRTS	\$200,000	Alternate
8	Harvey / Wells Co	Pedestrian Route for Harvey	\$200,000	Alternate
9	Carson / Grant Co	Sidewalk Improvements	\$160,875	
10	Gwinner / Sargent Co	Northwest Area Sidewalks	\$200,000	
11	Velva/ McHenry Co	Sidewalk & Shared Use Path	\$97,116	
12	Manvel / Grand Forks Co	Sidewalk System	\$97,050	
13	Watford City / McKenzie Co	Main Street South Multi-Use Path	\$200,000	
14	Grafton / Walsh Co	Shared-Use Trail Overlay	\$144,863	
15	Bottineau County	Lake Metigoshe Shared Use Path	\$111,401	
Total			\$2,578,782	\$1,167,477



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5330  
[www.westfargond.gov](http://www.westfargond.gov)

Regular Agenda 7

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

**OFFICE USE:**  
**AGENDA ITEM # \_\_\_\_\_**

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

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING:
  - July 6th 2020
3. DESCRIPTION OF REQUEST:
  - Review project information (CIP sheet) and a contract for constructing the final portion of Sewer, Water, and Storm Improvement District No. 1289.
4. LOCATION (address; legal; etc.):
  - 8th Ave NW (diversion road)
5. ACTION(s) REQUESTED:
  - Approve contract with Key Contracting for constructing the final portion of Sewer, Water, and Storm Improvement District No. 1289.

**ADDITIONAL INFORMATION:**

- The work associated with this contract was originally included with improvements constructed in 2017 (District 1289). However, the city suspended this portion of work and removed it from the original contract in order to resolve the permit with the USACE.
- These improvements (District 1289) were financed with the "2017A special assessment bond", in which assessments have already been levied and certified. As such, the work under the proposed contract with Key Contracting does not require additional funding nor does it have any effect or change to the original project financing/assessments.



# CAPITAL IMPROVEMENT PLAN PROJECT CUT SHEET

## 8th Ave NW & 26th St NW - Utilities & Pond

Improvement District No. **1289** Sewer, Water, Storm and Street Improvement District No. 1289 - Phases 1 - 3

**2015**  
Construction Start Year

### PURPOSE AND NEED

Development continued in the areas of 8th Avenue Northwest and 26th Street Northwest, driving the need for improved infrastructure to service the adjacent properties.

Project Status  
**Construction**  
99% Complete

Project Priority Grade  
**IP**

Project Category  
**Regional**

Project Orig. Date  
**May 2015**

### SCOPE

New city infrastructure including sanitary sewer, water mains, storm sewer, retention pond, storm sewer lift station with an outfall, and roadway embankment to service the Sandhill's area and new developments in the area of 8th Avenue Northwest and 26th Street Northwest. This also included local improvements to the West Fargo 5th Addition area. The infrastructure for the project was constructed over several years and consisted of three different phases.

**\$10,625,000**  
Preliminary Total Project Cost

### FUNDING INFORMATION [Updated as of 7/28/17]

Local Funding: \$10,625,000  
Special Assessment  
Outside Funding: \$0



#### FUNDING NOTES:

The project was funded by Special Assessments and Bonded in 2017. Any funds over the \$10,625,000 bond amount will need to be covered by local City funds.

# CAPITAL IMPROVEMENT PLAN PROJECT CUT SHEET

## 8th Ave NW & 26th St NW - Utilities & Pond

Improvement District No. <b>1289</b>	Sewer, Water, Storm and Street Improvement District No. 1289 - Phases 1 - 3
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### PROJECT LOCATION



### EXISTING CONDITIONS



26th Street NW Looking North



8th Avenue NW Looking North

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between the City of West Fargo (Owner) and Key Contracting (Contractor). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. Sewer, Water and Storm Improvement Dist. No. 1289-III which consists of storm sewer force main and outlet structure.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located along 8<sup>th</sup> Avenue NW and the West Fargo Diversion.

## ARTICLE 2—CONTRACT DOCUMENTS

### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Contract for Construction of a Small Project.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Specifications as listed in the Specifications Table of Contents and the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction.
  - 5. Drawings as listed on the Drawing Sheet Index.
  - 6. Addenda.
  - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed (EJCDC® C-550).
    - b. Work Change Directives (EJCDC® C-940).
    - c. Change Orders (EJCDC® C-941).
    - d. Field Orders (EJCDC® C-942).

**ARTICLE 3—ENGINEER**

3.01 *Engineer*

- A. The Engineer for this Project is Moore Engineering, inc.

**ARTICLE 4—CONTRACT TIMES**

4.01 *Contract Times*

- A. The Work will be substantially complete on or before October 15, 2020 and completed and ready for final payment on or before November 1, 2020.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$1,000 for each day that expires after the Contract Time for substantial completion.

#### 4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

### **ARTICLE 5—CONTRACT PRICE**

#### 5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the unit prices for each unit of Work completed in the attached Bid Schedule.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

### **ARTICLE 6—BONDS AND INSURANCE**

#### 6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$500,000
Policy Limit	\$500,000

b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c. *Automobile Liability*

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[OR]</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

d. *Excess or Umbrella Liability*

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

e. *Contractor's Pollution Liability*

Each Occurrence/Claim	\$500,000
General Aggregate	\$1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or

renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
  - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Contractor's Means and Methods of Construction**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### **7.02 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

### **7.03 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

### **7.04 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements

of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.

- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

#### 7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

### **ARTICLE 8—OWNER'S RESPONSIBILITIES**

#### 8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.

- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 *Engineer's Status***

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10—CHANGES IN THE WORK**

### **10.01 *Authority to Change the Work***

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 *Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's

recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

#### 10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### **ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

#### 11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:

1. Review the condition in question;
  2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  4. Obtain any pertinent cost or schedule information from Contractor;
  5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## **ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION**

### **12.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 *Tests and Inspections***

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

#### 13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

### **ARTICLE 14—PAYMENTS TO CONTRACTOR**

#### 14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

#### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

#### 14.03 *Retainage*

- A. The Owner shall retain 10% of each progress payment until the Work is substantially complete.

#### 14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

#### 14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

#### 14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

### **ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

#### 15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
  2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

## **ARTICLE 16—CONTRACTOR’S REPRESENTATIONS**

### **16.01 Contractor Representations**

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 4. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17—MISCELLANEOUS**

### **17.01 Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

### **17.02 Cumulative Remedies**

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

### **17.03 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.04 No Waiver**

- A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

### **17.05 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

**Owner:**

City of West Fargo  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: City Administrator  
*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

City of West Fargo

800 4th Avenue East

West Fargo, ND 58078

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contractor:**

Key Contracting  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Key Contracting

245 7th Avenue NE

West Fargo, ND 58078

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5330  
[www.westfargond.gov](http://www.westfargond.gov)

Regular Agenda 8

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

**OFFICE USE:**  
**AGENDA ITEM # \_\_\_\_\_**

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

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  
2. DATE OF MEETING:
  - July 20<sup>th</sup> 2020
  
3. DESCRIPTION OF REQUEST:
  - Review proposal for Automated Pavement Survey from ARA, Inc.
  
4. LOCATION (address; legal; etc.):
  - Citywide
  
5. ACTION(s) REQUESTED:
  - Approve proposal for Automated Pavement Survey from ARA for **\$74,500.00**

ADDITIONAL INFORMATION:



June 19, 2020

Mr. Andrew Wrucke, P.E.  
City of West Fargo Engineering  
800 4<sup>th</sup> Avenue East, Suite 1  
West Fargo, ND  
Tel: 701-433-5428  
Email: [Andrew.wrucke@westfargond.gov](mailto:Andrew.wrucke@westfargond.gov)

Subject: **Proposal for Automated PCI survey and Cartegraph database update for the City of West Fargo, North Dakota.**

Dear Mr. Wrucke,

Applied Research Associates (ARA), Inc. appreciates the opportunity to submit to this proposal for automated Pavement Condition Index (PCI) surveys on approximately 253 lane miles of roadways at the City of West Fargo, North Dakota. Our proposal is detailed on the following pages of this document.

Please review this proposal when you get a chance. Please do not hesitate to contact us in case of any questions or concerns.

Thank you for the opportunity to provide our services.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Gokhale".

Salil Gokhale, P.E.  
Principal Engineer

A handwritten signature in blue ink, appearing to read "William Vavrik".

William Vavrik, Ph.D., P.E.  
Vice President

## 1 PROJECT UNDERSTANDING

As per your request, Applied Research Associates, Inc. (ARA), is pleased to provide the following proposal for automated Pavement Condition Index (PCI) surveys on approximately 253 lane miles of roadways at the City of West Fargo, North Dakota.

## 2 SCOPE OF SERVICES AND SCHEDULE

As we understand, the scope of work includes the following:

1. Automated pavement condition surveys on approximately 253 lane miles of roadways at the City of West Fargo, North Dakota.
2. The automated pavement condition surveys will be performed using a ARA Multi-Function Vehicle (MFV) equipped with the following:
  - a. Four (4) High definition Right of Way (ROW) images in 2560 x 2048 format.
  - b. High definition pavement imaging using the 3D Laser Crack Measurement System (LCMS). Pavement images are virtually shadow free, and cracks 1mm in width can be clearly seen in the pavement images. The 3D system allows automated distress analysis.
  - c. Pavement profile measurements (IRI and rutting) using a Dynatest Mark III Laser Profiler equipped with six (6) laser sensors.
  - d. Sub-meter accuracy GPS coordinates.
3. The GIS data sent to us includes approximately 194 centerline miles of City streets including approximately 52 centerline miles of primary streets (Class 1), 130 centerline miles of residential streets (Class 2, 3, 4) and approximately 10 miles of gravel roads. Please note that the gravel roads will not be surveyed with MFV. An overview map of the City's roadway network is shown on the last page of this proposal.
4. For PCI inspection purposes, we recommend the following strategy:
  - a. For primary streets (Class 1), we recommend surveying 1 lane in both directions, therefore resulting in 52 miles x 2 directions = 103 lane miles
  - b. For residential streets (Class 2, 3 and 4), we recommend surveying 1 lane in one direction, therefore resulting in 130 miles x 1 direction = 130 lane miles
  - c. 20 lane miles of other/contingency streets
  - d. Total = 253 lane miles
5. Our team will mark/rate distresses on 100% of pavement area surveyed by the imaging van.
6. Distress data shall be utilized to update the City's Cartegraph database.
7. Data acquired with the LCMS system allows the automated detection/identification of various types of distresses including all types of cracking, rutting, raveling, potholes, edge drop-off, sealed cracks, lane markings, and macrotexture. However, it should be noted that for PCI calculation purposes, the ASTM D 6433 standard includes 20 distress types for both asphalt and concrete surface types. Due to the complexity of separating all distresses into the 20 distress types, we believe it is prudent to follow a two-step approach for distress rating, where Step 1 is the fully automated computer based crack type determination, and Step 2 is a verification of the automated process by an experienced pavement inspector.



- a. **Step 1: Fully Automated Distress Analysis:** In Step 1, all acquired data will be analyzed through our proprietary software, Dynatest Explorer/Dynatest Rating Module (DE/DRM). The DE/DRM software automatically classifies detected distresses, categorizes them by severity, and quantifies the results including location and extent. An example of the automated distress identification and classification process is shown in Figure 1. This figure shows alligator (fatigue) cracking identified and classified by our software.

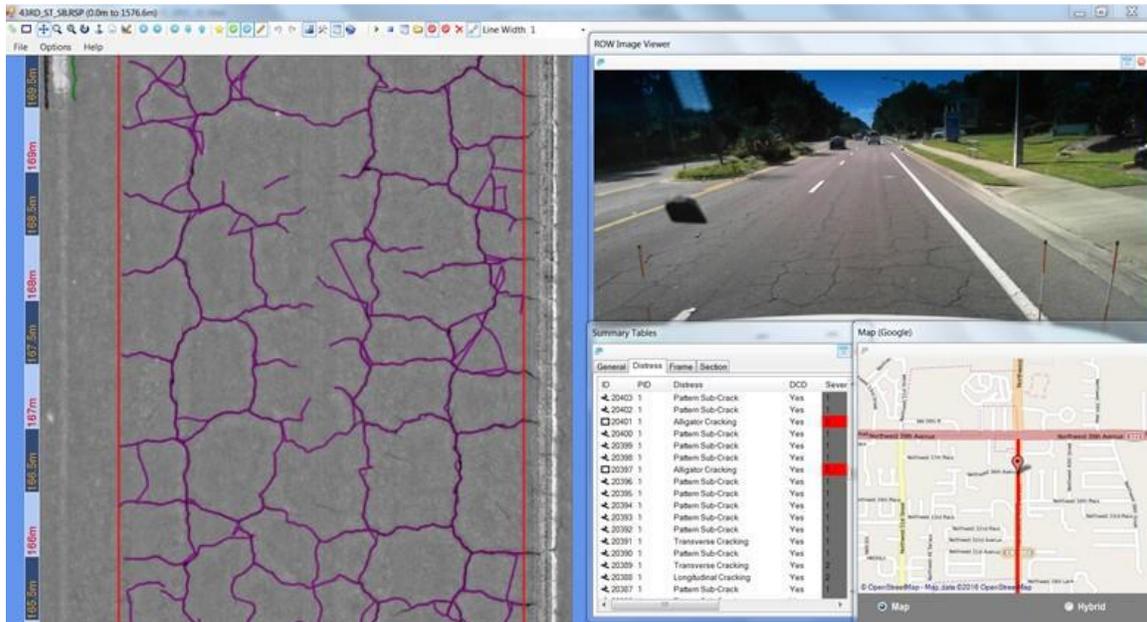
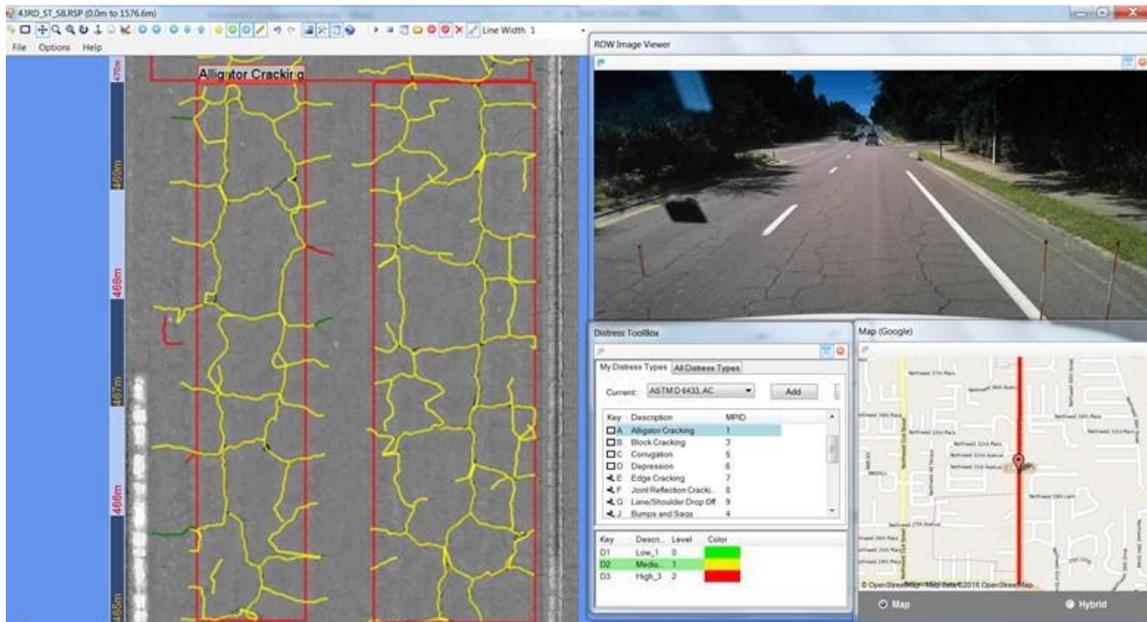
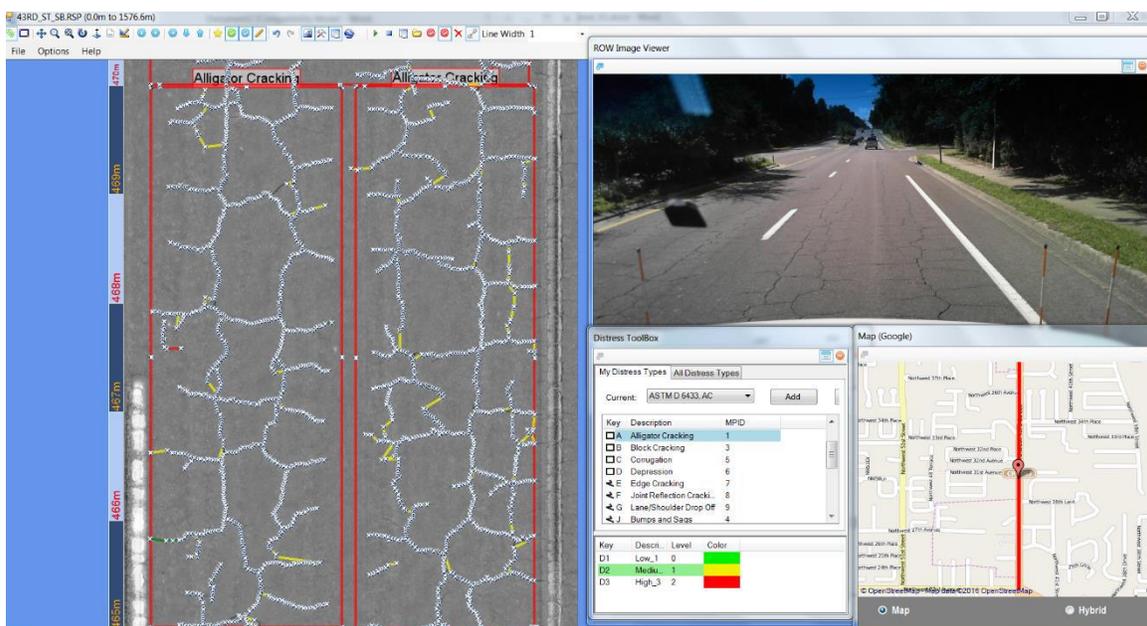


Figure 1 Automated Distress Analysis Process in DE/DRM software

- b. **Step 2: Manual Review of Distresses:** In the second step of the analysis process, experienced pavement inspectors will review the results of the fully automated process, and make changes or edits to the analyzed data. AN example of this process is shown in Figure 2 on the next page. In Figure 2(a), the results of the automated analysis are shown; in Figure 2(b) manual revisions to the auto-classified alligator cracking area are made by ARA staff. In this case, the area of alligator cracking was increased slightly to capture the full extent of the cracking.



(a) Alligator cracking identified by automated process



(b) Alligator cracking area modified by ARA pavement inspectors

Figure 2 Example of Manual Review of Distress Identification and Classification

8. Our deliverables shall include the following:
  - a. A portable hard disk containing all collected data (raw data files and images).
  - b. KMZ files showing all data collected including links to right of way and pavement images in an easy to use format.
  - c. KMZ files showing the locations and extents of all distresses identified. We can also provide this information in GIS (shapefile or geodatabase) format if needed by the City.
  - d. An updated Cartegraph database including the latest inspection data.

### 3 GROUND RULES AND ASSUMPTIONS

ARA's offering is based on the following ground rules and assumptions. Should any of these be adjusted during negotiations, the proposed offer, including pricing may be subject to change.

1. ARA will provide the services noted in this proposal on a firm fixed price basis. ARA will invoice monthly on a percent complete by task basis for payment to be made within 30 days of receipt of invoice (Net 30).
2. ARA will need access to the City's Cartegraph database as well as a complete GIS data set for the roads layer.
3. ARA understands that the City's Cartegraph database is linked to the City's pavement centerline GIS data, and that all pertinent attributes are up to date.
4. We have not included any effort for performing any Cartegraph based analysis or reporting at this point. ARA will be more than happy to provide additional engineering/analysis services if desired by the City, and will provide pricing based on the scope of work.
5. ARA anticipates that the terms and conditions part of this proposal will govern.

### 4 PROJECT PRICE

ARA will provide the services noted in this proposal on a firm fixed price basis. The firm fixed price shall be **\$74,500**.

Task	Price
Project management and Administrative	\$4,500
Cartegraph and GIS data review	\$5,000
Automated pavement surveys (253 lane miles)	\$38,000
Distress rating (100% of surveyed area)	\$15,000
Cartegraph database update	\$11,000
Delivery of data	\$1,000
<b>Total</b>	<b>\$74,500</b>



## 5 TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

### 1. INDEPENDENT CONTRACTOR

ARA will act as an independent contractor and not as Client's agent for any purpose whatsoever, and will have no authority to make any commitments on behalf of Client or to bind Client in any way whatsoever.

### 2. PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the Client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

### 3. OWNERSHIP OF DOCUMENTS

All data, information, software, hardware, and documents produced by ARA under this agreement shall remain the property of ARA and may not be used by the Client for any endeavor outside of the scope of this agreement without the written consent of ARA, unless otherwise noted in this agreement.

### 4. ACCESS TO PROJECT SITE

If required for the performance of this effort, ARA will be granted timely access to the project site as needed. If traffic control or protection is required, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control or protection at an additional price. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work.

### 5. PAYMENT

ARA will invoice monthly and at the completion of the project, with payment due within 10 days of GeoSearches Inc. receiving payment from its Client, not to exceed 90 days from date of original invoice. Interest will be charged on amounts outstanding more than 90 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest. In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made within 30 days. If the Parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice within 21 days, the matter will be resolved according to the Dispute Resolution clause of this agreement.

### 6. HIDDEN CONDITIONS OR HAZARDOUS MATERIALS:

If ARA has reason to believe that a hidden condition may exist, ARA shall notify the client who shall authorize and pay for all costs associated with the investigation of such condition and if necessary, all costs necessary to correct such condition. If (a) the client fails to authorize such investigation of the correction after due notification, or (b) ARA has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and ARA shall not be responsible for the existing condition nor any resulting damages to persons or property. ARA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### 7. TERMINATION OF SERVICES:

This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay ARA for all services performed to the date of termination, all reimbursable expenses and reasonable termination expenses.

### 8. CONFIDENTIALITY

Each party agrees not to use the other's proprietary information for any purpose other than for the performance of this Agreement. Proprietary information is defined as information concerning techniques, processes, inventions, research and development, and cost data in written form with each sheet thereof marked with an appropriate legend indicating its proprietary nature and delivered by one party to another. Any other use of such proprietary information by the recipient shall be made only upon receipt of the prior written consent from an authorized representative of the other party.



## 9. INDEMNIFICATION

Each party (indemnitor) shall indemnify and hold harmless the other party (indemnitee) from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, to the proportional extent that any such claims, damage, loss or expense is caused by the negligent act or omission and/or liability of the indemnitor, anyone directly or indirectly employed by the indemnitor.

## 10. CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

## 11. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

## 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the parties.

## 13. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration. The substantially prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses and attorney's fees it incurred in connection with any suit or legal or administrative action or appeal with respect to this order or the transaction under it.

## 14. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and ARA. No third party shall have the right to rely on ARA opinions rendered in connection with the Services without ARA written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

## 16. COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the parties hereto, and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the parties hereto, unless such is in writing and duly signed by the respective parties hereto.



## 6 ACCEPTANCE OF PROPOSAL

Your signature below indicates your acceptance of this proposal in accordance with the scope, price, schedule, and the terms and conditions contained herein, and will create a binding agreement between you and ARA. This acceptance will act as a notice to proceed. This proposal is valid for a period of 60 days from the date on this proposal.

Acceptance and Authorization
Name (print)
Title
Signature:
Date:





**West Fargo Road Class Map**



ORDINANCE NO. 1153

AN ORDINANCE TO AMEND AND REENACT SECTIONS 6-0107 AND 6-0110 AND CHAPTER 6-02 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO MODIFICATION OF FIRE CODE AND PENALTY FOR VIOLATION, AND TO CREATE AND ENACT CHAPTER 6-03 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO ORGANIZATION AND REGULATIONS OF THE FIRE DEPARTMENT.

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

SECTION 1. Section 6-0107 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

6-0107. MODIFICATIONS BY CHIEF OF ~~VOLUNTEER~~ FIRE DEPARTMENT. The chief of the ~~volunteer~~ fire department of the City of West Fargo, North Dakota, shall have the power to modify any of the provisions of this chapter upon application in writing by the owner or lessee, or his duly authorized agent, when there are particular difficulties in the way of carrying out the strict letter of the provisions of this chapter, provided that the spirit of this chapter shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the chief of the ~~volunteer~~ fire department of the City of West Fargo, North Dakota, thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

SECTION 2. Section 6-0110 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

6-0110. PENALTY. Unless otherwise specified, any Any person violating any provision of the fire code adopted by this title or any section of this title shall be guilty of an infraction and shall be subject to the penalties set forth in Section 1-0211. Each day such violation continues shall be considered a separate offense.

SECTION 3. Chapter 6-02 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

CHAPTER 6-02

PUBLIC CONDUCT IN CASE OF FIRE

SECTIONS:

- 6-0201. Persons Allowed on Fire Fighting Vehicles.  
~~6-0202. Persons Allowed to Proceed to Fire Hall.~~  
6-0203~~2~~. Persons Allowed to Assist in Fire Extinguishment.  
~~6-0204. Fire Chief May Command Assistance.~~

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6-0201. PERSONS ALLOWED ON FIRE FIGHTING VEHICLES. No person except members of the fire department or such persons as are authorized by the Fire Chief or Chief in charge shall ride on the fire truck or other vehicle containing fire apparatus.

~~6-0202. PERSONS ALLOWED TO PROCEED TO FIRE HALL. In cases when the fire siren on the fire hall has sounded, no persons except members of the fire department or such persons as are authorized by the Fire Chief or Chief in charge shall proceed to the fire hall.~~

6-0203~~2~~. PERSONS ALLOWED TO ASSIST IN FIRE EXTINGUISHMENT. No persons except members of the fire department or such persons as are authorized by the Fire Chief or Chief in charge shall assist in the extinguishment of fires or preservation of property exposed to fire during the time the fire department is engaged in the extinguishment of a fire or preservation of property exposed to a fire, nor shall any person hinder or delay the fire department or any member thereof in performing his duty in the extinguishment of a fire or preservation of property exposed to a fire. Violation of this section is a class B misdemeanor.

~~6-0204. FIRE CHIEF MAY COMMAND ASSISTANCE. The Fire Chief or Chief in charge shall have the power to command such assistance from persons in attendance at any fire in the extinguishment of fires and for the preservation of property exposed to fire as may, in his judgment, be required.~~

SECTION 4. Chapter 6-03 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

CHAPTER 6-03

ORGANIZATION AND REGULATIONS OF THE FIRE DEPARTMENT

SECTIONS:

- 6-0301. Officers of the Fire Department.
- 6-0302. Oath of Office.
- 6-0303. Annual Report.
- 6-0304. Chief of the Fire Department May Prescribe Limits in Vicinity of Fire.
- 6-0305. Duties of Police in Aiding Fire Department.
- 6-0306. Fire Limits Defined.
- 6-0307. Fire Protection Outside City Limits.
- 6-0308. Piling Flammable Material in City Limits Prohibited.
- 6-0309. Fires on Pavement or in Sewers Prohibited.
- 6-0310. Deposit of Combustible Material - Distance From Buildings.
- 6-0311. Regulations of Rubbish Removal From Vacant Buildings.
- 6-0312. Nuisance Declared.
- 6-0313. Chief of Fire Department - Duty to Inspect and Report.
- 6-0314. Chief of Fire Department to Give Order to Abate Fire Hazard.
- 6-0315. Appeals.
- 6-0316. Action to Abate.
- 6-0317. Fires in Hotels, Rooming Houses, And Lodging Houses to be Reported.
- 6-0318. Erection of Barricades Around Damaged Buildings.

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6-0301. OFFICERS OF THE FIRE DEPARTMENT. The fire department will consist of a chief of the fire department, deputy fire chiefs, battalion or division chiefs, captains, firefighters, and such other officers and employees as may, from time to time, be deemed necessary. Divisions will be maintained within the fire department including, but not limited to, a risk reduction division, an operations division, emergency management division, and a professional standards division. Each division will be led by a deputy fire chief or equivalent non-sworn employee.

6-0302. OATH OF OFFICE. All fire department employees will be administered the oath of office by a chief officer. The fire chief will be administered the oath of office by the City Administrator.

6-0303. ANNUAL REPORT. The fire chief will make an annual report available to the West Fargo City Commission on the previous year's statistical data including, but not limited to: fire and emergency medical calls for service, fire loss, fire injury and deaths, response time, training, community risk reduction, the

status of equipment, apparatus and buildings, status of personnel, and any lifesaving actions of department personnel in the previous year.

6-0304. CHIEF OF THE FIRE DEPARTMENT MAY PRESCRIBE LIMITS IN VICINITY OF FIRE. The chief of the fire department or the incident commander may prescribe limits in the vicinity of any fire within which no person shall be permitted to come except emergency personnel and those admitted by his/her order or by order of the members of the fire department.

6-0305. DUTIES OF POLICE IN AIDING FIRE DEPARTMENT. At all fire, rescue, or emergency medical scenes, the fire department will maintain command and control over on-scene operations. The chief of police and all police officers, at all fires, will preserve order and cooperate with, and render all possible assistance to, the chief or the acting chief of the fire department and see that his/her orders are promptly obeyed.

6-0306. FIRE LIMITS DEFINED. The boundary lines of the city as presently fixed, together with the boundary lines of all additions and annexations made or hereafter to be made to the city, will be and are hereby fixed and declared to be the limits and jurisdiction of the West Fargo Fire Department.

6-0307. FIRE PROTECTION OUTSIDE CITY LIMITS. Whenever the chief of the fire department, or his/her designee, determines that it is expedient and not contrary to public safety to answer a request, the equipment and personnel of the fire department may furnish such service or actively engage in the fighting of fires.

Whenever the chief of the fire department or his/her designee determines that is expedient and not contrary to public safety to answer a request from other municipalities' or any organized fire department in the state of North Dakota or Minnesota, to furnish standby service to such communities or organized fire department, the equipment and personnel of the City of West Fargo Fire Department, may furnish such service or actively engage in the fighting of fires with such municipalities or organized fire departments.

6-0308. PILING FLAMMABLE MATERIAL IN CITY LIMITS PROHIBITED. No person, persons, firm, or corporation will pile empty boxes, barrels, papers, or other flammable materials within any building or make, establish, or maintain any pile or piles of empty boxes, barrels, or other flammable material upon any premises, streets, alleys, or other public places within the limits of the city.

6-0309. FIRES ON PAVEMENT OR IN SEWERS PROHIBITED. No person may build a fire upon any pavement or within any sewer or drain for any purpose whatsoever within the limits of the city.

6-0310. DEPOSIT OF COMBUSTIBLE MATERIAL - DISTANCE FROM BUILDINGS. No person, persons, firm, or corporation may deposit or stack any hay, straw, shavings, or other highly combustible material in any yard or lot in the open air at distance less than 75 feet from any dwelling house in this city.

6-0311. REGULATIONS OF RUBBISH REMOVAL FROM VACANT BUILDINGS. Whenever any building, structure, or dwelling within the city, or any rooms, portions, or parts thereof become vacant or unoccupied, the owner of such building, structure, or dwelling, or his/her agent, must, within 24 hours, remove or cause to be removed therefrom all rubbish, waste paper, boxes, or any other flammable material especially liable to fire which may have been accumulated therein.

If any buildings, structures, or dwellings referred to in this section, or any rooms, portion, or parts thereof which are separate occupied remain vacant or unoccupied for more than ten days, the owner, lessee, or occupant thereof must lock or securely close and keep locked and securely closed, all doors, windows, entrances, and openings to the same.

6-0312. NUISANCE DECLARED. Any combustible or explosive matter, dangerous accumulation of rubbish, or unnecessary accumulation of waste paper, boxes, shavings, or any other highly flammable materials especially liable to fire, so situated or used as to endanger property, or obstructions to or on fire escapes, stairs, passageways, doors, or windows, liable to interfere with the operations of the fire department or egress of occupants in case of fire, or in violation of or nonconformity with any ordinance of the city affecting the fire hazard, are hereby declared public nuisances.

The installation, maintenance, and use of the following equipment or supplies, unless they conform to the latest and most current regulations and standards set forth by the National Board of Fire Underwriters on file in the office of the chief of the fire department of the city, are hereby declared fire hazards and public nuisances and may be abated as such: oil burning equipment, oil burning heating equipment, small heating and cooking appliances, class A ovens and furnaces, gas piping and gas appliances in buildings, combustible fibers, and spray finishing using flammable materials.

Violation of this section is a class B misdemeanor. Each day a violation exists constitutes a separate offense.

6-0313. CHIEF OF FIRE DEPARTMENT - DUTY TO INSPECT AND REPORT. It is hereby made the duty of the chief of the fire department, whenever it may be called to the attention of his/her department or any officer or employee thereof that any fire hazard exists as set forth in this chapter, to make a thorough inspection of the premises upon and with respect to which such condition is

alleged to exist, and to make a full and complete report to the board of city commissioners.

6-0314. CHIEF OF FIRE DEPARTMENT TO GIVE ORDER TO ABATE FIRE HAZARD. If, in the opinion of the chief of the fire department, a fire hazard is found to exist as set forth in this chapter, it is the duty of the chief of the fire department immediately to order the owner or occupant of the premises upon which such condition exists to abate such nuisance and eliminate such condition. It shall be the further duty of the chief of the fire department to give or cause to be given notice in writing to the owner or occupant of such premises that such fire hazard exists and that the same must be abated and eliminated, within the time specified in the notice, said time so fixed to be not less than 10 days nor more than 30 days from the date of said notice.

6-0315. APPEALS. Appeals of an order of the chief of the fire department may be taken to the board of appeals, as set forth in Section 103.1.4 of the International Fire Code (adopted by reference in Section 6-0101), by filing with the fire chief a written appeal within ten (10) days of such order.

6-0316. ACTION TO ABATE. In the event that such owner or occupant, within the time specified in the above-described notice, fails to remedy such condition as above provided the fire chief may, in his/her discretion, request the city attorney to commence an action to abate said nuisance.

6-0317. FIRES IN HOTELS, ROOMING HOUSES, AND LODGING HOUSES TO BE REPORTED. Every fire of any kind, and from whatever source, occurring in or about any hotel, rooming house, lodging house, or apartment hotel in the city, must be reported immediately to the fire department.

6-0318. ERECTION OF BARRICADES AROUND DAMAGED BUILDINGS. It is the duty of the fire department, with the assistance of the police department and other properly designated departments or agencies, to bring fires or other catastrophic situations under control and to establish a condition of stability in the hazard area.

Promptly and as soon as possible after the completion of the work of the fire department and other departments assigned to assist, the police department shall place temporary barricades, obtained from the streets and sewers division of the department of public works, around the hazard area so as to warn the public and keep unauthorized persons away from the hazard area.

If, within 24 hours after notice given as above provided, the owner has not replaced the temporary barricades with permanent barricades, the city, acting through the public works department, shall do so and the owner will be obligated and required to pay to

the city the entire cost for materials and labor involved and said cost shall be collected by suit if necessary.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

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**RESOLUTION PROVIDING FOR THE ISSUANCE OF  
TAXABLE GROSS REVENUE BONDS,  
(SHEYENNE STREET LIGHTS ON 32<sup>ND</sup> AND NORTHERN LIGHTS PROJECT)  
SERIES 2020  
(PARAMETERS RESOLUTION)  
of the  
CITY OF WEST FARGO**

**Adopted: July 20, 2020**

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This instrument was drafted by:

Ohnstad Twichell, P.C.  
P.O. Box 458  
West Fargo, ND 58078-0458

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE ISSUANCE OF  
TAXABLE GROSS REVENUE BONDS  
(SHEYENNE STREET LIGHTS ON 32<sup>nd</sup> AND  
NORTHERN LIGHTS PROJECT), SERIES 2020,  
OF THE CITY OF WEST FARGO, NORTH DAKOTA**

**WHEREAS**, the City of West Fargo, North Dakota (the “City”), in accordance with the provisions of Chapter 40-58 of the North Dakota Century Code, adopted a General Development Plan for Urban Renewal and Urban Development for the City; and

**WHEREAS**, in 2017, in accordance with the General Development Plan for Urban Renewal and Urban Development, the City adopted the Sheyenne & 32nd Urban Development Plan, creating Tax Increment Financing District No. 2017-1 (herein referred to as the “TIF District” or “TIF District No. 2017-1”); and

**WHEREAS**, the City has imposed a two percent (2%) Citywide Sales and Use Tax (the “2% Citywide Sales Tax”), which authorizes the City to dedicate twenty-five percent (25%) of the 2% Citywide Sales Tax for economic and job development (the “Economic Development Sales Tax”); and

**WHEREAS**, on March 2, 2018, the City entered into a Master Development Agreement for development in TIF District No. 2017-1 with the South Developer, in accordance with the provisions of Section 40-58-06 of the North Dakota Century Code; and

**WHEREAS**, on December 17, 2018, the City entered into a First Amendment to Master Development Agreement for additional development in the TIF District by the North Developer, in accordance with the provisions of Section 40-58-06 of the North Dakota Century Code; and

**WHEREAS**, the Master Development Agreement and the First Amendment to Master Development Agreement include the development, in part, of public infrastructure, including the Parking Garage, the Public Plaza, and a public parking ramp constructed by the North Developer on Lot 1, Block 1, Eagle Run Plaza Six Addition to the City of West Fargo, Cass County, State of North Dakota (the “North Infrastructure”); and

**WHEREAS**, the Master Development Agreement and the First Amendment to Master Development Agreement authorize the City to assess special assessments on property within the TIF District under defined circumstances (“Deficiency Special Assessments”); and

**WHEREAS**, the City now desires to issue Taxable Gross Revenue Bonds (Sheyenne Street Lights on 32<sup>nd</sup> and Northern Lights Project), Series 2020 (the “Series 2020 Bonds”), to (i) fund or reimburse the City for the cost of the acquisition of the Parking Garage, the Public Plaza, and the North Infrastructure; (iii) fund an amount in the Reserve Account that satisfies the initial Reserve Requirement Amount; and (iv) pay costs of issuance for the Series 2020 Bonds; and

**WHEREAS**, it is in the best interests of the City that the Series 2020 Bonds be issued pursuant to and in conformance with the terms and conditions of this Resolution; and

**WHEREAS**, the Board of City Commissioners (the “Governing Body”) does hereby create a Pricing Committee comprised of the President of the Board of City Commissioners and the City Auditor, and grants them the authority to evaluate and accept bids on the Series 2020 Bonds; and

**WHEREAS**, the Pricing Committee is hereby authorized to accept a bid at a later date for the Series 2020 Bonds, provided the maximum par amount of the Series 2020 Bonds does not exceed \$ \_\_\_\_\_, and the maximum net interest costs on the Series 2020 Bonds does not exceed \_\_\_\_\_%.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City as follows:

**Section 1. Definitions.**

“*Act*” means North Dakota Century Code Chapter 40-58, as may be amended from time to time.

“*Additional Bonds*” means bonds payable from Pledge Revenues issued by the City in compliance with Section 8 of this Resolution.

“*Applicable Law*” means, collectively, the Constitutions of the United States and of the State, all common law and principles of equity, and all federal, state, and local laws, including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) the City or (b) the Project.

“*Authorized City Representative*” means the President of the Board of City Commissioners and any other office, member, or employee of the City authorized by a certificate of the City Auditor to perform the act or sign the document in question, and if there is no such authorization, means the President of the Board of City Commissioners. Any document delivered hereunder that is signed by an Authorized City Representative will be conclusively presumed to have been authorized by all necessary action on the part of the Governing Body and shall be conclusively presumed to have acted on behalf of the City.

“*Bond Account*” means the account created by Section 5.04 of this Resolution.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement by and between the City of West Fargo, North Dakota, as issuer, and Colliers Securities LLC, as Underwriter, relating to the Series 2020 Bonds.

“*Bond Year*” means the 12-month period commencing on the 2nd day of May of any Calendar Year and ending on the 1st day of May of the following year; provided, however, the first Bond Year will commence on the Closing Date and end on the next May 1st.

“*Bond Registrar*” means Starion Bond Services, located in Bismarck, North Dakota, or any successor thereto.

“*Business Day*” means any day other than (a) a Saturday, Sunday or other day on which banks located in the cities in which the principal (or designated) office of the City is required or authorized by law to close, (b) a day on which the New York Stock Exchange is closed, or (c) a day on which the payment system of the Federal Reserve System is not operational.

“*Calendar Year*” means January 1 through December 31 of each and every year which the Series 2020 Bonds remain outstanding.

“*Certificate of Pricing Committee*” means the certificate, the form of which is attached hereto as Attachment \_\_\_\_, which shall be completed by the Pricing Committee.

“*City*” means the City of West Fargo, North Dakota.

“*City Auditor*” means the duly appointed City Auditor of the City of West Fargo, North Dakota, or her designee.

“*City Sales and Use Tax*” means the two percent (2%) sales and use tax authorized by Article III(16) of the City’s Home Rule Charter.

“*Closing Date*” means the date established and approved by the City as the date for the issuance and delivery of the Series 2020 Bonds in exchange for payment of the purchase price of the Series 2020 Bonds.

“*Code*” means the Internal Revenue Code of 1986, and any regulations, amended regulations, and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

“*County*” means Cass County, North Dakota.

“*Governing Body*” means the West Fargo City Commission or any successor thereto.

“*Deficiency Special Assessments*” means a Special Assessment levied against the Property, in accordance with section 24 of the First Amendment to Master Development Agreement, for any shortfall in Tax Increment Revenue or Economic Development Sales Tax Proceeds dedicated and pledged for the payment of principal and interest on the Series 2020 Bonds.

“*Economic Development Sales Tax Account*” means the account created by Section 5.02 of this Resolution.

“*Economic Development Sales Tax*” means the twenty-five percent (25%) of the two percent 2% Citywide Sales Tax that is dedicated for economic and job development.

“*Economic Development Sales Tax Bonds*” means any loan, note, bond, credit facility or other security instrument issued by the City to which the Economic Development Sales Tax is pledged as a source of revenue for the payment of the debt service for the any loan, note, bond, credit facility or other security instrument issued by the City.

“*Economic Development Sale Tax Coverage Ratio*” means an amount of Economic Development Sales Tax collected for a period of twelve (12) consecutive months during the eighteen (18) months immediately preceding the date on which any such additional Economic Development Sales Tax Bonds will become outstanding which shall be at least equal to 1.5 times the Parity Economic Development Sales Tax Bonds Aggregate Debt Service for each such Fiscal Year that such Indebtedness is to remain outstanding and the additional Indebtedness then proposed to be issued.

“*Economic Development Sales Tax Proceeds*” means proceeds from the Economic Development Sales Tax.

“*First Amendment to Master Development Agreement*” means an agreement between the City of West Fargo and Eagleridge Development, LLC, as North Developer, dated as of \_\_\_\_\_, 2020 relating to Sheyenne & 32 Urban Development Plan.

“*Fiscal Year*” means the fiscal year of the City ending on December 31 of each calendar year.

“*Initial Reserve Requirement Amount*” means the sum of \$\_\_\_\_\_ to be deposited into the Reserve Account on the Closing Date.

“*Master Development Agreement*” means an agreement by and between the City of West Fargo and Sheyenne 32, LLC dated February 19, 2018 relating to Sheyenne & 32<sup>nd</sup> Urban Development Plan.

“*Maturity Date*” means May 1 of a year, commencing May 1, 2022.

“*North Developer*” means EagleRidge Development, LLC, a limited liability company organized and existing under the laws of the State of North Dakota.

“*North Infrastructure*” means a public parking ramp constructed by the North Developer on Lot 1, Block 1, Eagle Run Plaza Six Addition to the City of West Fargo, Cass County, State of North Dakota.

“*Official Statement*” means the final official statement for the Series 2020 Bonds.

“*Parity Economic Development Sales Tax Bond*” means indebtedness incurred by or on behalf of the City and secured by a pledge of and valid first lien on Economic Development Sales Tax on a parity with, , the lien on the Economic Development Sales Tax with respect to the Series 2020 Bonds.

“*Parity Pledged Revenue Bond*” means indebtedness incurred by or on behalf of the City and secured by a pledge of and valid first lien on the Pledged Revenues on a parity with, the lien on the Pledged Revenues with respect to the Series 2020 Bonds.

“*Parity Economic Development Sales Tax Bonds Aggregate Debt Service*” means, at any time the same is to be determined, with respect to all Parity Economic Development Sales Tax Bonds, including the Series 2020 Bonds, with respect to a particular Fiscal Year the aggregate of the amounts to be paid or set aside in such Fiscal Year for the payment or retirement of the principal of, premium, if any, and interest (to the extent not capitalized) on such Parity Economic Development Sales Tax Bonds.

“*Parity Pledged Revenue Bonds Aggregate Debt Service*” means, at any time the same is to be determined, with respect to all Parity Pledged Revenue Bonds, including the Series 2020 Bonds, with respect to a particular Fiscal Year the aggregate of the amounts to be paid or set aside in such Fiscal Year for the payment or retirement of the principal of, premium, if any, and interest (to the extent not capitalized) on such Parity Pledged Revenue Bonds.

“*Parking Garage*” means a covered 4-story public parking garage, with approximately 400 parking spaces, constructed on Lot 4, Block 1, Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, State of North Dakota.

“*Paying Agent*” means Starion Bond Services, located in Bismarck, North Dakota, or any successor thereto.

“*Payment Date*” means each May 1 and November 1, commencing November 1, 2020.

“*Pledged Revenue Coverage Ratio*” means an amount of Pledged Revenue collected for the prior two Fiscal Years (or prior Fiscal Year if the Series 2020 Bonds have not been out standing for two (2) Fiscal Years) immediately preceding the date on which any such additional Pledged Revenue Indebtedness will become outstanding which shall be at least equal to 2.0 times the Parity Pledged Revenue Bonds Aggregate Debt Service for each such Fiscal Year that such indebtedness is to remain outstanding and the additional indebtedness then proposed to be issued; *provided* that the terms of such indebtedness will not permit the principal of such indebtedness to be paid prior to its maturity (whether by acceleration, redemption, prepayment or otherwise) [if?] the maturity date of such indebtedness occurs on a date that is later than the Maturity Date.

“*Pledged Revenue Indebtedness*” means indebtedness issued by the City payable solely from the Economic Development Sales Tax Proceeds, the Tax Increment Revenue, and the Special Assessments.

**Commented [BJP1]:** Discuss adding to Parity Pledged Revenue Bonds definition or Additional Bonds section

“*Pledged Revenues*” means the pledge of Tax Increment Revenues, Economic Development Sales Tax Proceeds, and Deficiency Special Assessments, as set forth in Section 5.01.

“*President of the Board of City Commissioners*” shall mean the duly elected and acting President of the Board of City Commissioners of West Fargo, North Dakota.

“*Pricing Committee*” shall have the meaning set forth in the recitals.

“*Project*” means the acquisition of the Parking Garage, the Public Plaza, and the North Infrastructure.

“*Project Expenses*” means those expenses relating to the undertaking of development and renewal projects within the TIF District, including but not limited to land acquisition, easements, and infrastructure and the cost of all architectural, engineering, legal and other professional services, printing and publication and other costs reasonable, necessary and incidental thereto.

“*Project Account*” means the account created by Section 5.03 of this Resolution.

“*Property*” means all lots and parcels of real estate within the TIF District.

“*Public Plaza*” means a community-focused public plaza constructed on Lot 6, Block 1, Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“*Purchaser*” means a purchaser of a series of Series 2020 Bonds. The original Purchaser of the Series 2020 Bonds is Colliers Securities LLC.

“*Redemption Date*” means the date on which the City will redeem a Series 2020 Bond.

“*Reserve Account*” means the account created by Section 5.04 of this Resolution for the Series 2020 Bonds and any future additional Parity Pledged Revenue Bonds.

“*Reserve Requirement Amount*” means, for the Series 2020 Bonds, the least of: (i) ten percent (10%) of the stated principal amount of the Series 2020 Bonds; (ii) the maximum annual debt service on the Series 2020 Bonds (excluding the final year of maturity); or (iii) one hundred twenty-five percent (125%) of the average annual debt service on the Series 2020 Bonds and for any Parity Pledged Revenue Bonds an amount such that the amount on hand in the Reserve Account is the least of (i) ten percent (10%) of the stated principal amount of Parity Pledged Revenue Bonds; (ii) the maximum annual debt service on the Parity Pledged Revenue Bonds (excluding the final year of maturity of a series of bonds); or (iii) one hundred twenty-five percent (125%) of the average annual debt service on the Parity Pledged Revenue Bonds. The Reserve Requirement Account for Additional Bonds that are Parity Economic Development Sales Tax Bonds shall be determined in the resolution authorizing the issuance of such Parity Economic Development Sales Tax Bonds and, unless such bonds are also Parity Pledged Revenue Bonds, such reserve account or fund for any Parity Economic Development Sales Tax Bonds shall not be held in the Reserve Account.

“*Revenue Fund*” means the fund created by Section 5.01 of the Resolution.

“*Series 2020 Bonds*” means the Taxable Gross Revenue Bonds (Sheyenne Street Lights on 32<sup>nd</sup> and Northern Lights Project), Series 2020.

“*South Developer*” means Sheyenne 32, LLC, a limited liability company organized and existing under the laws of the State of North Dakota.

“*Special Assessments*” means the levy of a special assessment upon the Property, in which accordance with N.D.C.C. § 40-24-01 shall be and remain a lien upon the Property from the time the assessment is levied until the special assessment is paid fully. Such lien shall have precedence over all other liens, except general tax liens, and shall not be divested by any judicial sale.

“*State*” means the State of North Dakota.

“*Surplus Account*” means the account created by Section 5.07 of this Resolution.

“*Tax Increment Revenue*” means all Tax Increments resulting from the TIF District, calculated in accordance with the Act.

“*Tax Increments*” means the net amount per Calendar Year by which the original taxable value (as determined by the Act) of all lots and parcels of real estate in the area, as then assessed and equalized within the TIF Districts, including real estate then held by the municipality or urban renewal agency valued at zero (0), has increased in comparison with the original taxable value of all such real estate, multiplied by the aggregate mill rate of those authorities having power to tax the real estate in the TIF Districts, less any deductions as determined by the Act.

“*Tax Increment Revenue Account*” means the account created by Section 5.02 of this Resolution.

“*TIF District*” means Tax Increment Financing District No. 2017-1 of the City of West Fargo, North Dakota.

“*2% Citywide Sales Tax*” means the City’s two percent (2%) Citywide Sales and Use Tax.

**Section 3. Authorization and Sale.**

2.01. The Series 2020 Bonds will be issued by the City pursuant to this Resolution, the Home Rule Charter of the City, and the Act.

2.02. The Pricing Committee is authorized to complete the following Resolution in the same form as presented, provided the maximum par amount of the Series 2020 Bonds does not exceed \$19,750,000, and the maximum net interest cost on the Series 2020 Bonds does not exceed 4.15%.

2.03. There is hereby authorized to be issued a series of bonds designated the City’s Taxable Gross Revenue Bonds (Sheyenne Street Lights on 32<sup>nd</sup> and Northern Lights Project), Series 2020. The Pricing Committee shall have the authority to negotiate the terms of the Series 2020 Bonds with Colliers Securities LLC in accordance with Section 3.02 hereof, to determine the

final par amount, amortization schedule and redemption provisions for the Series 2020 Bonds *without further action of the governing body of the City*, and to complete the Certificate of Pricing Committee, provided the maximum par amount of the Series 2020 Bonds does not exceed \$ \_\_\_\_\_ and the maximum net interest costs on the Series 2020 Bonds does not exceed \_\_\_\_\_%.

2.04. The Bond Purchase Agreement, substantially in the form presented at this meeting, is hereby approved. The Bond Purchase Agreement is authorized to be executed in the name of the Issuer by the President of the Board of City Commissioners and City Administrator, at such time, if any, as they deem appropriate, or executed to or attested to by other officers of the City, in substantially the form on file, but with all such changes therein including those relating to the terms of the Series 2020 Bonds, not inconsistent with the Applicable Law and this Resolution, as may be approved by the officers executing the same, which approval shall be conclusively evidenced by execution thereof.

**Section 3. Term of the Series 2020 Bonds.**

3.01. The Series 2020 Bonds shall initially be dated the Closing Date. The Series 2020 Bonds issued upon exchange or transfer after November 1, 2020, shall be dated as of the interest payment date next preceding their issuance, or if the date of such issuance shall be on an interest payment date as of the date of such issue; provided, however, that if interest on the Series 2020 Bonds shall be in default, the Series 2020 Bonds shall be dated as of the date to which interest has been paid in full on the bonds being transferred. The Series 2020 Bonds shall be issued in fully registered form in denominations of \$5,000, or any multiple thereof, of single maturities. The Series 2020 Bonds shall be numbered in consecutive numerical order from R-1 upwards as issued and shall mature on May 1 in the years and in the amounts and shall bear interest at the rates set forth in the Schedule of Maturities and Interest attached to the Pricing Committee Certificate.

3.02. Interest on the Series 2020 Bonds and, upon presentation and surrender thereof, the principal thereof shall be payable in lawful money of the United States of America by check, draft or electronic transfer by the Paying Agent, or its successor. Interest shall be payable on May 1 and November 1 in each year, commencing November 1, 2020, to the holder of record on the close of the 15th day (whether or not a Business Day) of the immediately preceding month (the "Interest Payment Date"). Interest on the Series 2020 Bonds shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused.

The City will transfer to the Bond Account from the Revenue Fund on or before twenty (20) Business Days prior to each Interest Payment Date an amount of Pledged Revenues that, when combined with any money then credited to the Bond Account, is at least equal to the amount of debt service due on the Series 2020 Bonds on such Interest Payment Date.

3.03. The optional and mandatory redemption provisions of the Series 2020 Bonds shall be set forth in the Pricing Committee Certificate.

**Section 4. Execution and Delivery.**

4.01. The Series 2020 Bonds shall be prepared under the supervision and at the direction of the City Auditor, executed by the manual or facsimile signature of the President of the Board of City Commissioners, and attested to by the manual or facsimile signature of the City Auditor, and delivered to the holder at closing upon receipt of the purchase price plus any accrued interest. The Series 2020 Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificates of Authentication thereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives. The Series 2020 Bonds shall be reproduced in substantially the form attached to this Resolution as Attachment 1.

**Section 5. Funds.**

5.01. *Revenue Fund.* This Resolution establishes a Revenue Fund. There is hereby created a fund designated as the Revenue Fund to be held and maintained by the City. On or before [5] Business Days prior to the end of each month, commencing August 2020, the City shall allocate the Pledged Revenues as set forth below. The City shall then utilize such funds and make the deposits as set forth below.

Pursuant to this Section, all of the Pledged Revenues shall be first deposited in the Revenue Fund or the other accounts mentioned below, and shall be allocated and used only in the manner and order of priority specified below:

(a) First, the City shall not later than five (5) Business Days prior to the end of a month transfer and deposit into the Economic Development Sales Tax Account, sums derived from the Economic Development Sales Tax which shall be sufficient, when added to the existing balance in the Economic Development Sales Tax Account to pay the regularly scheduled principal of and interest on the Series 2020 Bonds promptly for the next two (2) Payment Dates;

(b) Second, commencing in calendar year 2021, the City shall deposit all Tax Increment Revenue in the Tax Increment Revenue Account when received;

(c) Third, the City shall deposit all Deficiency Special Assessments in the Bond Account when received after they have been levied in accordance with the Frist Amendment to the Master Development Agreement;

(d) Fourth, not less than three (3) Business Days prior to a Payment Date, the City shall transfer funds as follows: first, from the Tax Increment Revenue Account; second, from the Economic Development Sales Tax Account; third, from the Surplus Fund, if any; and last, from the Reserve Account to the Bond Account an amount sufficient to pay the principal of and interest due on the Series 2020 Bonds on the next Payment Date;

(e) Fifth, subject to making the foregoing required payments and deposits, in the event the funds deposited in the Reserve Account are less than the Reserve Requirement Amount, the City shall deposit to the Reserve Fund, such amount as legally available to

the City as may be necessary to bring funds on deposit to the Reserve Requirement Amount; and

(f) Sixth, subject to making the foregoing required payments and deposits, the City shall, not later than three (3) Business Days prior to the end of a month transfer any remaining amounts to the Surplus Account.

Notwithstanding the foregoing, if there are any funds on deposit in the Surplus Account, the Tax Increment Revenue Account or the Economic Development Sales Tax Account, then such funds shall be transferred by the City first from the Surplus Account, second from the Tax Increment Revenue Account, and last from the Economic Development Sales Tax Account to remedy any deficiency in the Bond Account or the Reserve Account. If there is an Event of Default under this Resolution, then no funds may be transferred from the Surplus Account to the City and all such funds shall be used by the City to cure any Event of Default.

5.02 Tax Increment Revenue Account. This Resolution establishes a Tax Increment Revenue Account. Commencing on August 1, 2020, all of the Tax Increment Revenue received by the City (including those, if any, received prior to the date of issuance of the Series 2020 Bonds) shall be deposited by the City into the Tax Increment Revenue Fund in accordance with this Resolution. The City shall, pursuant to and in accordance with this Resolution, deposit the Tax Increment Revenue into the Tax Increment Revenue Account and transfer from the Tax Increment Revenue Account and distribute such funds as set forth in Section 5.01 of this Resolution.

5.03 Economic Development Sales Tax Account. This Resolution establishes an Economic Development Sales Tax Account. Commencing on August 1, 2020, all of the Economic Development Sales Tax Proceeds shall be deposited into the Economic Development Sales Tax Account until the balance in the Economic Development Sales Tax Account is equal to the debt service requirement for the Series 2020 Bonds for the next two (2) Payment Dates (“Economic Development Sales Tax Coverage Requirement”). The City will utilize and transfer any Economic Development Sales Tax Proceeds as set forth in Section 5.01 above.

Economic Development Sales Tax Proceeds may be released from the Economic Development Sales Tax Account and transferred to the Surplus Account each month in which the City satisfies the Economic Development Sales Tax Coverage Requirement. Once the Tax Increment Revenues are received by the City, upon each semi-annual receipt of Tax Increment Revenues the City is authorized to replace the Economic Development Sales Tax Proceeds in the calculation of the Economic Development Sales Tax Coverage Requirement as set forth herein. As the City receives Tax Increment Revenues, those revenues will be used to replace, on a dollar for dollar basis, Economic Development Sales Tax Proceeds in determining whether the City has satisfied the Economic Development Sales Tax Coverage Requirement. After the Economic Development Sales Tax Account is funded to an amount that is at least the Economic Development Sales Tax Coverage Requirement and the City receives Tax Increment Revenue, the City may semi-annually after each Payment Date, commencing with the November 1, 2020, Payment Date, release funds from the Economic Development Sales Tax Account in a like amount to the received Tax Increment Revenue. The City may use the funds released from the Economic Development Sales Tax Account for any legally permitted use.

**Commented [BJP2]:** Resolution will be adopted prior to sale of Bonds, consider choosing definitive date (i.e. August 1)

5.04. Project Account. There shall be a Project Account which shall be established and maintained as a separate and special bookkeeping fund on the official books and records of the City. The Project Account shall be used only to pay costs and expenses which under accepted accounting practices constitute capital costs necessarily incurred for the Project and costs necessarily incurred for the issuance of the Series 2020 Bonds, including but not limited to land, easements, and infrastructure and the cost of all architectural, engineering, legal, and other professional services, printing, and publication and other costs reasonable, necessary, and incidental thereof. To the Project Account shall be credited all proceeds of the Series 2020 Bonds, except the funds needed to fund the Reserve Account as provided in this Resolution. Only costs and expenses of the Project and the costs of issuance of the Series 2020 Bonds shall be paid from time to time as incurred and allowed under the Project Account, and the monies in the Project Account shall be used for no other purposes. If upon the completion of the Project there shall remain any unexpended balance in the Project Account, such balance shall be transferred to the Bond Account.

5.05. Bond Account. As long as any of the Series 2020 Bonds are outstanding, the City shall maintain a 2020 Taxable Gross Revenue Bond Account (the "Bond Account") as a separate and special bookkeeping fund on the official books and records of the City. The Bond Account shall be used for no other purpose than the payment of capitalized interest, if any, and the principal of and interest on the Series 2020 Bonds and any Additional Bonds that are Parity Pledged Revenue Bonds issued pursuant to Section 8.01 of this Resolution and payable from the Bond Account. The City shall deposit funds into the Bond Account as set forth in Section 5.01 above to pay principal of, redemption premium, if any, and interest on the Series 2020 Bonds and any Additional Bonds that are Parity Pledged Revenue Bonds as the same become due. The City shall pay from the Bond Account to the Paying Agent for the Series 2020 Bonds and any Additional Bonds that are Parity Pledged Revenue Bonds amounts each Bond Year sufficient for the payment of all principal and interest coming due from time to time. If there are not sufficient funds in the Bond Account or the Reserve Account to meet any payment of principal of or interest on the Series 2020 Bonds and any Additional Bonds that are Parity Pledged Revenue Bonds when they become due, the City shall transfer from any legally available source in the priority described in Sections 5.01 and 6.04, sufficient funds in order to meet the principal and interest payments on the Series 2020 Bonds and any Additional Bonds that are Parity Pledged Revenue Bonds then due.

5.06. Reserve Account. The City will establish a 2020 Taxable Gross Revenue Reserve Account (the "Reserve Account") into which, on the Closing Date, Series 2020 Bond proceeds shall be deposited into the Reserve Account so that the total balance in the Reserve Account shall equal Initial Reserve Requirement Amount and then be maintained at the Reserve Requirement Amount for Parity Pledged Revenue Bonds. The money in the Reserve Account shall be used to pay principal and interest on the Series 2020 Bonds and any future Parity Pledged Revenue Bonds whenever the amount on hand in the Bond Account is insufficient to meet a payment of principal of and/or interest on the Series 2020 Bonds and any future Parity Pledged Revenue Bonds. The Reserve Account shall be maintained as long as any Series 2020 Bonds and any Parity Pledged Revenue Bonds are outstanding. If funds of the Reserve Account are ever transferred to the Bond Account, or if on any payment date the balance in the Reserve Account is less than the Reserve Requirement Amount, the Reserve Account shall be restored to a level of the Reserve Requirement Amount from the flow of funds described in Sections 5.01 and 6.04. Any interest earned in the

Reserve Account shall be deposited into the Reserve Account to the extent the amount in the Reserve Account is less than the Reserve Requirement Amount and otherwise transferred to the Bond Account. The Reserve Account shall not secure any Pledged Economic Sales Tax Bonds unless such bonds are also Parity Pledged Revenue Bonds.

5.07. *Surplus Account.* The City will establish a Surplus Account (the “Surplus Account”) into which shall be deposited Tax increment Revenues, Economic Development Sales Tax Proceeds, or Deficiency Special Assessments which have not been deposited in the Bond Account or the Reserve Account. Amounts in the Surplus Account may be released by the City after each Payment Date free and clear of the lien of this Resolution and, upon release, may be used by the City for any purpose authorized by law. The Surplus Account shall be maintained as long as any Series 2020 Bonds or bonds issued to refund Series 2020 Bonds any Additional Bonds that are Parity Pledged Revenue Bonds are outstanding. Any interest earned in the Surplus Account shall be released to the City.

**Section 6. Security Pledged for Series 2020 Bonds.**

6.01. *Pledged Tax Increment Revenues.* The City hereby dedicates and pledges for payment of the principal of and interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds, and any bonds issued to refund the Series 2020 Bonds, all Tax Increment Revenues. The Tax Increment Revenues shall be deposited into the Revenue Fund and then transferred to the various accounts established hereunder in the manner set forth in Section 5 of this Resolution. Such dedication and pledge shall be irrevocable so long as any principal of or interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds, or any bonds issued to refund the Series 2020 Bonds or other Parity Pledged Revenue Bonds, remains outstanding and unpaid. The Tax Increment Revenues shall not be pledged to any other bonds issued by the City, except as set forth in Section 8 of this Resolution.

6.02. *Pledge of Economic Development Sales Tax Proceeds.* The City hereby dedicates and pledges for payment of the principal and interest on the Series 2020 Bonds, Parity Pledged Revenue Bonds and any bonds issued to refund the Series 2020 Bonds, the Economic Development Sales Tax Proceeds. The Economic Development Sales Tax Proceeds shall be deposited into the Revenue Fund and then allocated to the accounts established hereunder in the manner set forth in Section 5 of this Resolution. Such dedication and pledge shall be irrevocable so long as any principal of or interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds or any Additional Bonds issued to refund the Series 2020 Bonds, remains outstanding and unpaid. The City in accordance with Section 8 of this resolution reserves the right to pledge and dedicate the Economic Development Sales Tax Proceeds to other Parity Economic Development Sales Tax Bonds or obligations issued by the City in the future, provided that the pledge by the City pursuant to this Resolution to the Series 2020 Bonds, any Parity Pledged Revenue Bonds, or any bonds issued to refund the Series 2020 Bonds shall be a first and priority pledge of the Economic Development Sales Tax Proceeds (which pledge may be on a parity with future Pledged Economic Development Sales Tax Bonds). The City shall not issue Additional Bonds or debt payable from the Economic Development Sales Tax with a pledge and dedication senior to the dedication and pledge for the Series 2020 Bonds and any future Parity Pledged Revenue Bonds. The City does not need the consent of the Bondholder to issue Additional Bonds or debt with a pledge and

dedication junior and subordinate to the dedication and pledge for the Series 2020 Bonds and any future Parity Pledged Revenue Bonds.

6.03. *Pledge of Deficiency Special Assessments.* The City hereby dedicates and pledges for payment of the principal and interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds, and any bonds issued to refund the Series 2020 Bonds or Parity Pledged Revenue Bonds, revenue generated from the Deficiency Special Assessments. If ever required to be levied, the revenue generated from the Deficiency Special Assessments shall be deposited into the Revenue Fund and the accounts established thereunder in the manner set forth in Section 5 of this Resolution. Such dedication and pledge shall be irrevocable so long as any principal of or interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds or any bonds issued to refund the Series 2020 Bonds or any Parity Pledged Revenue Bonds, remains outstanding and unpaid. The Deficiency Special Assessments pledged to the payment of the Series 2020 Bonds, any Parity Pledged Revenue Bonds, and any bonds issued to refund the Series 2020 Bonds or any Parity Pledged Revenue Bonds pursuant to this Resolution shall be used solely to pay principal and interest on the Series 2020 Bonds, Parity Pledged Revenue Bonds, or any bonds issued to refund the Series 2020 Bonds or Parity Pledged Revenue Bonds.

6.04. *Pledge of Other Legally Available Sources.* In the event the revenue generated by the dedications and pledges set forth in Sections 6.01, 6.02, and 6.03 are ever insufficient to cover the principal of and interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds, and any bonds issued to refund the Series 2020 Bonds or any Parity Pledged Revenue Bonds, the City hereby dedicates and pledges for payment of the principal of and interest on the Series 2020 Bonds, Parity Pledged Revenue Bonds and any bonds issued to refund the Series 2020 Bonds or Parity Pledged Revenue Bonds, any other legally available source of funds. If ever required, other legally available funds shall be deposited into the funds in the manner set forth in Section 5 of this Resolution. Such dedication and pledge shall be irrevocable so long as any principal of or interest on the Series 2020 Bonds, any Parity Pledged Revenue Bonds, or any bonds issued to refund the Series 2020 Bonds or Parity Pledged Revenue Bonds, remains outstanding and unpaid.

6.05. *Not General Obligations.* **The Series 2020 Bonds are not general obligations of the City. The Series 2020 Bonds are special limited obligations of the City payable solely from the Tax Increment Revenue, the Economic Development Sales Tax Proceeds, and any Deficiency Special Assessments required to be levied on the Property. The Series 2020 Bonds will never constitute an indebtedness, a general or moral obligation or a charge against the general credit or taxing powers of the City or any property of the City (other than those interests assigned pursuant to this Resolution), and no holder of the Series 2020 Bonds shall have the right to compel the exercise of the taxing power or the appropriation of any other funds or revenues of the City to the payment of the principal of, or premium, or interest on the Series 2020 Bonds.**

6.06. *Holding of Funds.* All of the funds and accounts established under this Resolution and the money held in such funds and accounts will be held and handled by the Issuer.

Commented [BJP3]: Paying Agent?

**Section 7. Covenants.**

7.01. Covenant to impose the Economic Development Sales Tax and levy property taxes in the TIF District, Including any Required Deficiency Special Assessments. Until all Series 2020 Bonds, including any Additional Bonds that are Parity Pledged Revenue Bonds, have been discharged as herein provided, the City does hereby covenant and agree with the Purchaser and holders thereof from time to time that the City will fully and properly perform each and all of the covenants contained and referred to in this Resolution and in the form of the Series 2020 Bond attached to this Resolution. The City also covenants that it shall impose and collect the Economic Development Sales Tax and levy all property taxes in the TIF District and, if necessary, any required Deficiency Special Assessments required to be levied herein appropriated for the payment of the Series 2020 Bonds and any future Parity Pledged Revenue Bonds.

7.02. Flow of Funds. Principal of and interest on the Series 2020 Bonds and any future Parity Pledged Revenue Bonds shall first be paid by as described in Section 5.01 above.

Commented [BJP4]: Suggest deleting

**Section 8. Additional Bonds.**

8.01. Additional Bonds. Except as authorized in Sections 8.03 and 8.04 hereof, the City will issue no Additional Bonds or other obligations of any kind payable from or constituting a lien upon the Pledged Revenues, or the Tax Increment Revenues, Economic Development Sales Tax Proceeds dedicated and pledged to the payment of the Series 2020 Bonds unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Series 2020 Bonds and such Additional Bonds or obligations shall not be payable from the Bond Account herein created. Any Additional Bonds shall mature on May 1 and bear interest on May 1 and November 1 of each year.

8.02. No Additional Bonds Payable Solely from Deficiency Special Assessments that are not Parity Pledged Revenue Bonds. The City shall not issue any additional bonds payable from the Deficiency Special Assessments unless such bonds are issued for the purpose of refunding outstanding Series 2020 Bonds and any future Parity Pledged Revenue Bonds.

8.03. Parity Economic Development Sales Tax Bonds. The City reserves the right of issuing Parity Economic Development Sales Tax Bonds provided that at the time of the issuance of the Parity Economic Development Sales Tax Bonds there is no deficiency in any Account or the Reserve Account held by the City pursuant to this Resolution and the City Auditor issues a certificate in connection with the issuance of the Parity Economic Development Sales Tax Bonds stating and confirming that the Economic Development Sale Tax Coverage Ratio has been satisfied for the prior two Fiscal Years (or prior Fiscal Year if the Series 2020 Bonds have been outstanding for less than two (2) Fiscal Years).

8.04. Parity Pledged Revenue Bonds. The City reserves the right of issuing Parity Pledged Revenue Bonds provided that at the time of the issuance of the Parity Pledged Revenue Bonds there is no deficiency in any Account or the Reserve Account held by the City pursuant to this Resolution and the City Auditor issues a certificate in connection with the issuance of the Parity Economic Development Sales Tax Bonds stating and confirming that the Economic Development

Sale Tax Coverage Ratio has been satisfied for the prior two (2) Fiscal Years (or prior Fiscal Year if the Series 2020 Bonds have been outstanding for less than two (2) Fiscal Years).

**Section 9. Defeasance.**

9.01. When all of the Series 2020 Bonds have been discharged as provided in this paragraph, all pledges, covenants, and other rights granted by this Resolution shall cease as to the holders of such Series 2020 Bonds. Any and all Series 2020 Bonds due on any date may be discharged by depositing with the Paying Agent, on or before the date, a sum sufficient for the payment thereof, with interest, in full; and if any Series 2020 Bonds should not be paid when due, the same may nevertheless be discharged by depositing with the Paying Agent a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may discharge any or all of the Series 2020 Bonds at any time, when authorized by law, by irrevocably depositing in escrow with a suitable banking institution, for the purpose of paying all principal and interest due on such Series 2020 Bonds at maturity, a sum of cash sufficient for this purpose, or securities in such aggregate face amount, bearing interest at such rates and maturing or callable at the option of the holder on such dates as shall be required, with any additional cash deposited, to provide funds sufficient for this purpose. The securities to be so deposited shall be limited to cash or direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) the United States or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

**Section 10. Paying Agent and Bond Registrar.**

10.01. The City hereby designates Starion Bond Services as Paying Agent and as Bond Registrar for the Series 2020 Bonds. The City may name a successor paying agent after the Series 2020 Bonds are issued, provided that such paying agent is qualified under North Dakota law.

**Section 11. Limited Obligations.**

11.01. The Series 2020 Bonds issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Series 2020 Bonds, other than the Pledged Revenues herein dedicated for the payment of the Series 2020 Bonds. The principal of and interest on the Series 2020 Bonds shall not be a general obligation of the City, but are payable solely from the Pledged Revenues authorized and dedicated to the payments of the Series 2020 Bonds and the funds in the funds and accounts established under Section 5 hereof.

**Section 12. Certificate of Proceedings.**

12.01. The officers of the City are hereby authorized and directed to prepare and furnish to said Purchaser, and to the attorneys approving the legality of said Series 2020 Bonds, certified copies of such proceedings, ordinances, resolutions and records, and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of said Series 2020 Bonds, and all certified copies, certificates, affidavits and other instruments so

furnished, including any heretofore furnished, shall constitute representations of the City as to the correctness of all facts stated or recited therein.

**Section 13. Book Entry System.**

13.01. The Series 2020 Bonds shall be initially issued and, so long as they remain in book entry form only (the “Book Entry Only Period”), shall at all times be in the form of a separate single fully registered bond for each maturity of the Series 2020 Bonds. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or successors to its functions hereunder (the “Depository”) will act as securities depository for the Series 2020 Bonds.

13.02. Upon initial issuance, ownership of the Series 2020 Bonds shall be registered in a Series 2020 Bond register maintained by the Bond Registrar in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the “Nominee”).

13.03. With respect to the Series 2020 Bonds, neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds the Series 2020 Bonds as securities depository (the “Participant”) or the person for which a Participant holds an interest in the Series 2020 Bonds shown on the books and records of the Participant (the “Beneficial Owner”). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Series 2020 Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Series 2020 Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Series 2020 Bonds (the “Holder”). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Series 2020 Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

13.04. The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Series 2020 Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Series 2020 Bonds, for the purpose of giving notices of redemption and other matters with respect to the Series 2020 Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Series 2020 Bonds, and for all purposes whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Series 2020 Bonds only to or upon the Holder or the Holders of the Series 2020 Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid.

13.05. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in Section 16 (with respect to registration, transfer, exchange) hereof, references to the Nominee hereunder shall refer to such new Nominee.

13.06. So long as any Series 2020 Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Series 2020 Bond and all notices with respect to such Series 2020 Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations, to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Series 2020 Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Series 2020 Bonds, collectively hereinafter referred to as the "Letter of Representations").

13.07. All transfers of beneficial ownership interests in each Series 2020 Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Series 2020 Bonds.

13.08. In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

13.09. Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency registrar agreement shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

13.10. In the case of a partial prepayment of a Series 2020 Bond, the Holder may, in lieu of surrendering the Series 2020 Bonds for a Series 2020 Bond of a lesser denomination as provided in Section 16 hereof, make a notation of the reduction in principal amount on the panel provided on the Series 2020 Bond stating the amount so redeemed.

#### **Section 14. Termination of Book-Entry Only System.**

14.01. The Depository may determine to discontinue providing its services with respect to the Series 2020 Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under Applicable Law. The City may terminate the services of the Depository with respect to the Series 2020 Bonds if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of

book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

14.02. Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Series 2020 Bonds that the Beneficial Owners be able to obtain certificates for the Series 2020 Bonds, the Series 2020 Bonds shall no longer be registered as being registered in the Bond Register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Series 2020 Bonds shall designate at that time, in accordance with Section 16 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with Section 16 (with respect to registration, transfer, exchange) hereof, the Series 2020 Bonds will be delivered to the Beneficial Owners.

14.03. Nothing in this section shall limit or restrict the provisions of Section 16 (with respect to registration, transfer, exchange) hereof.

**Section 15. Letter of Representations.**

15.01. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the Resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this Resolution, the provisions in the Letter of Representations shall control.

**Section 16. Transfer.**

16.01. Except as provided above, the Series 2020 Bonds are transferable upon the books of the City at the principal office of the Bond Registrar, Bismarck, North Dakota, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2020 Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Series 2020 Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Series 2020 Bonds shall be required to be made during the fifteen (15) days next preceding an interest payment date, nor during the forty-five (45) days next preceding the date fixed for redemption of such Series 2020 Bonds.

16.02. The City and the Bond Registrar may deem and treat the person in whose name any Series 2020 Bond is registered as the absolute owner thereof, whether the Series 2020 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

**Section 17. Repealer.**

17.01. All prior resolutions and other acts or proceedings of this Governing Body which are in any way inconsistent with the terms of this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

Nothing herein contained shall be deemed to modify, amend, violate, repudiate or repeal any provision or covenant contained in any Series 2020 Bond, or any resolution pursuant to which any Series 2020 Bond has been issued and is outstanding, to the extent that a modification, amendment, violation, repudiation or repealer would impair the obligation or contract owed to any holders of such Series 2020 Bonds or would otherwise be invalid or ineffective.

**Section 18. Series 2020 Bonds Not Subject to Acceleration.**

18.01. The Series 2020 Bonds are not subject to acceleration in the event of default.

**Section 19. General Covenants.**

19.01. The City hereby covenants and agrees with the holders of all outstanding Series 2020 Bonds as follows:

- (a) That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal of and interest on the Series 2020 Bonds to be paid as they become due.
- (b) That it will maintain complete books and records relating to the Revenue Fund, the Tax Increment Revenue Fund; Economic Development Sales Tax Account; Project Account; the Bond Account; the Surplus Account; and the Reserve Account in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection by owners of the Series 2020 Bonds.
- (c) That it will not issue bonds or other obligations having a claim superior to, the claim of the Series 2020 Bonds upon any of the components of the Pledged Revenue, except with respect to Additional Bonds that are Parity Pledged Revenue Bonds authorized by this Resolution.
- (d) That it will promptly deposit into the funds and accounts all sums required to be so deposited as set forth in this Resolution.
- (e) That if required, it shall levy a Deficiency Special Assessment against the property in the Improvement District in accordance with the First Amendment to Master Development Agreement. The City acknowledges that the Deficiency Special Assessment is not subject to limit or cap.
- (f) That except as required by law or North Dakota legislative action, the City will not take any action to terminate or repeal the TIF District while the Series 2020 Bonds or any

Parity Pledged Revenue Bonds, and any bonds issued to refund the Series 2020 Bonds or any Parity Pledged Revenue Bonds, are outstanding.

(g) That the City will not take any action to reduce the rate of or put any sunset on the Economic Development Sales Tax while the Series 2020 Bonds or any Parity Pledged Revenue Bonds, and any bonds issued to refund the Series 2020 Bonds or any Parity Pledged Revenue Bonds, are outstanding.

(h) That it will cause the County Auditor to remit all Tax Increment Revenues from the TIF District to the City.

**Section 20. Amendment of Resolution.**

20.01. This Resolution may be amended without the consent of any bondholders for any one or more of the following purposes:

(a) To add to the covenants and agreements of the City in this Resolution and any other covenants and agreements thereafter to be observed by the City, or to surrender any right or power herein reserved to or conferred upon the City.

(b) To cure any ambiguity or formal defect contained in this Resolution, that cure does not, in the judgment of the City, adversely affect the interests of the Series 2020 Bond owners.

(c) To issue Additional Bonds in accordance with Section 8 hereof.

20.02. This Resolution may be amended for any other purpose only upon the consent of not less than fifty percent (50%) an aggregate principal amount of the Series 2020 Bonds outstanding; provided, however, that no amendment shall be valid without the consent of eighty percent (80%) of the Holders of the Series 2020 Bonds which:

(a) Extends the maturity of any Series 2020 Bond, reduces the rate of interest upon any Series 2020 Bond, extends the time of payment of interest on the Series 2020 Bonds, reduces the amount of principal payable on any Series 2020 Bond, or reduces any premium payable on any Series 2020 Bond, without the consent of the affected bond owner; or

(b) Reduces the percent of Series 2020 Bond owners required to approve the mandatory resolutions.

**Section 21. No Credit Enhancement.**

21.01. There is no credit enhancement facility securing the Series 2020 Bonds, nor is there any provision for a credit enhancement facility to be provided to secure the Series 2020 Bonds.

**Section 22. Bond Purchase Agreement.**

22.01. The Bond Purchase Agreement, substantially in the form presented at this meeting, is hereby approved. The Bond Purchase Agreement is authorized to be executed in the name of the City by the President of the Board of City Commissioners and City Auditor, at such time, if any, as they deem appropriate, or executed or attested to by other officers of the City, in substantially the form on file, but with all such changes therein, not inconsistent with the Act or other law, as may be approved by the officers executing the same, which approval shall be conclusively evidenced by execution thereof.

**Section 23. No Trustee.**

23.01. The City will make principal and interest payments to the Paying Agent. The City will not appoint a national or state bank or trust company to act as trustee on behalf of the Bondholders, to hold and invest sums on deposit in the Reserve Account or any other fund used to pay debt service on the Series 2020 Bonds or required by this Resolution to enforce any rights of the Bondholders created by this Resolution.

**Section 24. Records and Certificates.**

24.01. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Series 2020 Bonds, certified copies of all proceedings and records of the City relating to the Series 2020 Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Series 2020 Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

**Section 25. North Dakota Law Applies.**

25.01. This agreement shall be controlled by the laws of the State of North Dakota, and as a result, any claim, demand, or cause of action arising under the terms of this Resolution shall be brought in an appropriate venue in the State of North Dakota.

**Section 26. Official Statement.**

26.01. The City authorizes the Pricing Committee to approve the Official Statement relating to the Series 2020 Bonds,. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement. The City ratifies the actions of an authorized officer of the City to approve and deem final for the purposes of Rule 15c2-12 the form of the preliminary official statement used in connection with the marketing of the Series 2020 Bonds.

**Section 27. Severability.**

27.01. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**Section 28. Headings.**

28.01. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

**Section 29. Taxable Bonds.**

29.01. The interest on the Series 2020 Bonds issued herein is subject to state and federal taxation.

**Section 30. Continuing Disclosure Certificate.**

30.01. The City Auditor is hereby authorized to execute, on behalf of the City, the Continuing Disclosure Certificate attached as Attachment 2 to this Resolution.

**Section 31. Effective Date.**

31.01. This Resolution shall be effective upon the adoption of this Resolution by the City Commission of the City of West Fargo, North Dakota.

**Section 32. Electronic Signatures.**

32.01. The City agrees that the electronic signatures to this Resolution shall be valid as an original signature of the City and shall be effective to bind the City to this Resolution. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

*(Signatures on following page)*

PASSED by the West Fargo City Commission this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

BY: \_\_\_\_\_  
Bernie L. Dardis, President of the  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk, City Auditor

The motion for the adoption of the foregoing Resolution was duly seconded by  
Commissioner \_\_\_\_\_, and, after a full discussion thereof and upon a vote being taken thereon,  
the following voted in favor thereof: \_\_\_\_\_.

The following voted against the same: none. The following were absent: \_\_\_\_\_,  
whereupon said Resolution was declared duly passed and adopted.

ATTACHMENT 1

UNITED STATES OF AMERICA  
STATE OF NORTH DAKOTA

CITY OF WEST FARGO

TAXABLE GROSS REVENUE BONDS  
(SHEYENNE STREET LIGHTS ON 32<sup>nd</sup> AND NORTHERN LIGHTS PROJECT)  
SERIES 2020

Registered  
Number

Registered  
Dollars

INTEREST  
RATE

MATURITY  
DATE

DATE OF  
ORIGINAL ISSUE

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of West Fargo, North Dakota (the "Issuer") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount specified above, but only from its 2020 Taxable Gross Revenue Bond Account (the "Bond Account") and 2020 Taxable Gross Revenue Reserve Account (the "Reserve Account") on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on May 1 and November 1 in each year, commencing November 1, 2020, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Series 2020 Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Starion Bond Services, as Paying Agent, or its successor.

This Series 2020 Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_, all of like date and tenor except as to serial number, maturity date and interest rate, issued pursuant to the Resolution adopted July 20, 2020, by the governing body of the Issuer (the "Resolution") for the purpose of providing funds to finance the acquisition of property to aid in the economic development in the City (the "Project"), all pursuant to and in full conformity with the Constitution and the laws of the State of North Dakota, and the Issuer's Home Rule Charter. The Series 2020 Bonds of this issue, including interest thereon, are payable solely from the Bond

Account and Reserve Account as set out in the Resolution adopted by the Issuer. The Bond Account and Reserve Account are funded solely from Tax Increment Revenue, proceeds of the Economic Development Sales Tax, Deficiency Special Assessments as defined in the Resolution.

Series 2020 Bonds of this issue maturing in the year \_\_\_\_ and thereafter are each subject to redemption and prepayment at the option of the Issuer in inverse order of maturity and by lot within any maturity on May 1, \_\_\_\_\_, and on any date thereafter, at a price equal to the principal amount plus accrued interest. Not less than twenty (20) days prior to the date specified for redemption and prepayment of any of the Series 2020 Bonds the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, Paying Agent and registered owner of the Series 2020 Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar.

Series 2020 Bonds maturing in the year \_\_\_\_\_ shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part by lot, or other method of random selection, at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
<u>May 1</u>	

\*Final Maturity

In the event this Series 2020 Bond is called for prior redemption, not less than twenty (20) days prior to the date specified for redemption and prepayment of any of the Series 2020 Bonds, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, Paying Agent and registered owner of the bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. The Series 2020 Bonds to be redeemed shall be selected by the Bond Registrar in the manner prescribed in the Bond Resolution.

This Series 2020 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2020 Bond is transferable upon the books of the Issuer at the principal office of the Bond Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or attorney; and may also be surrendered in exchange for Series 2020 Bonds of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Series 2020 Bond or Series 2020 Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and

maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. The Issuer and the Bond Registrar may deem and treat the person in whose name this Series 2020 Bond is registered as the absolute owner hereof, whether this Series 2020 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota, the Issuer's Home Rule Charter, and ordinances of the Issuer, to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Series 2020 Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required. The Issuer has duly established the Taxable Gross Revenue Bond Account (the "Bond Account") and Taxable Gross Revenue Reserve Account (the "Reserve Account") as separate funds of the Issuer. On the date of issuance of the Series 2020 Bonds, funds shall be deposited into the Reserve Account so that the total balance in the Reserve Account shall equal the lesser of (i) 10% of the stated principal amount of the Series 2020 Bonds; or (ii) the maximum annual debt service on the Series 2020 Bonds; or (iii) 125% of the average annual debt service on the Series 2020 Bonds, such amount to be called the "Reserve Requirement Amount," which shall be used to pay principal and interest on the Series 2020 Bonds payable from the Bond Account whenever any amount on hand in the Bond Account is insufficient. Commencing on the date of the passage of the Resolution, all Tax Increment Revenue generated by the Property shall be deposited directly into the Tax Increment Revenue Fund and all Economic Development Sales Tax Proceeds as defined in the Resolution shall be deposited directly into the Economic Development Sales Tax Account until the balance in the Economic Development Sales Tax Account is equal to the annual debt service requirement for the Series 2020 Bonds in the applicable Bond Year ("Economic Development Sales Tax Coverage Requirement"). The Issuer will utilize any Economic Development Sales Tax Proceeds in excess of the Economic Development Sales Tax Coverage Requirement to first meet a deficiency in the Reserve Requirement Amount of the Reserve Account and then for any legally permitted purpose. After the Economic Development Sales Tax Account is funded to the Economic Development Sales Tax Coverage Requirement and the Issuer receives Tax Increment Revenue, the Issuer may release funds from the Economic Development Sales Tax Account in a like amount to the received Tax Increment Revenue and will utilize the released funds to first meet a deficiency in the Reserve Requirement Amount of the Reserve Account and then for any legally permitted purpose. The Issuer will utilize any excess Tax Increment Revenue to satisfy a deficiency in the Reserve Requirement Amount of the Reserve Account. As long as any Series 2020 Bonds are outstanding, any Tax Increment Revenue in excess of the amount necessary to provide one hundred percent (100%) coverage for the Bond Account in any Bond Year and replenish the Reserve Account to the Reserve Account shall remain in the Tax Increment Revenue Fund. Principal of and interest on the Series 2020 Bonds shall first be paid by Tax Revenue and Economic Development Sales Tax Proceeds shall be used to supplement Tax Increment Revenue to provide debt service coverage for the Series 2020 Bonds by depositing required amounts in the Bond Account. The Issuer agrees that no additional obligations may be issued and made payable from the Bond Account on a parity with the Series 2020 Bonds of this issue except upon conditions stated in the Resolution. In and by the Resolution, the Issuer makes further covenants and agreements with the holders from time to time of the Series 2020 Bonds,

which covenants and agreements will be fully and properly complied with by the Issuer and each and all of its officers and agents. The issuance of this Series 2020 Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF the City of West Fargo, North Dakota, by its governing body, has caused this Series 2020 Bond to be executed in its behalf by the manual signature of the President of the Board of City Commissioners and the City Auditor, and has caused the certificate appearing on the following page to be executed by the manual signatures of said officers.

Dated:

CERTIFICATE OF AUTHENTICATION

CITY OF WEST FARGO

This is one of the Series 2020 Bonds delivered pursuant to the Resolution mentioned within.

STARION BOND SERVICES  
333 North Fourth Street  
Bismarck, ND 58501

\_\_\_\_\_  
President of the Board of City  
Commissioners

BY: \_\_\_\_\_  
Authorized Representative

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

CERTIFICATE AS TO LEGAL OPINION

We certify that attached is the legal opinion rendered by Bond Counsel on the issue of Series 2020 Bonds which includes the within Series 2020 Bond, dated as of the date of delivery of and payment for the Series 2020 Bonds.

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

\_\_\_\_\_  
President of the Board of City  
Commissioners

The following abbreviations when used in the inscription on the face of this Series 2020 Bond, shall be construed as though they were written in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA-ACT \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Transfer to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Series 2020 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Series 2020 Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

\_\_\_\_\_

Please insert social security or other identifying number of Assignee.

NOTICE: The signature to this Assignment must correspond to the name as it appears upon the face of the within Series 2020 Bond in every particular, without alteration, enlargement or any change whatsoever.

\_\_\_\_\_  
Signature Guaranteed: NOTICE:  
Signature(s) must be guaranteed by a member of the Medallion Signature Program.

ATTACHMENT 2

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of West Fargo, North Dakota (the "Issuer") in connection with the Issuer's \$18,885,000 Taxable Gross Revenue Bonds (Sheyenne Street Lights on 32<sup>nd</sup> and Northern Lights Project), Series 2020 (the "Series 2020 Bonds"). The Series 2020 Bonds are being issued pursuant to the Authorizing Resolution adopted by the governing body of the Issuer on \_\_\_\_\_, 2020 (the "Resolution") and delivered to the Purchaser on the date hereof. The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Series 2020 Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2-12(b)(5) (the "Rule") in complying with the Rule. This Disclosure Certificate constitutes the written undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer pursuant to, and as described in Sections 3 and 4 of this Disclosure Certificate.

"EMMA<sup>e</sup>" means the Electronic Municipal Market Access (EMMA<sup>®</sup>) system operated by the Municipal Securities Rulemaking board ("MSRB") as the primary portal for complying with the continuing disclosure requirements of the Rule.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Financial Statements" means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

"Fiscal Year" means the fiscal year of the Issuer.

"Final Official Statement" means the deemed final official statement dated \_\_\_\_\_, 2020, delivered in connection with the Series 2020 Bonds, which is available from the MSRB.

"Issuer" means City of West Fargo, North Dakota, which is the obligated person with respect to the Series 2020 Bonds.

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1300 I Street NW, Suite 1000, Washington, D.C.

"Owner" means the person in whose name Series 2020 Bond is registered or a beneficial owner of such a Series 2020 Bond.

"Participating Underwriter" means any of the original underwriter(s) of the Series 2020 Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Series 2020 Bonds.

"Repository" means EMMA@.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

"SEC" means Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information and Financial Statements.

- (a) The Issuer shall, not later than 12 months after the end of the Fiscal Year (currently December 31), commencing with the fiscal year ending December 31, 2020 (which is due no later than December 31, 2021), provide the Repository with an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.
- (b) If the Issuer is unable or fails to provide to the Repository an Annual Report by the date required in subsection (a), the Issuer shall send a notice of that fact to the Repository, and the MSRB.
- (c) The Issuer shall determine each year prior to the date for providing the Annual Report the name and address of each Repository.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the annual Financial Statements and the following sections of the Final Official Statement:

- (a) audited Financial Statements;

(b) updated information contained in the tables under the following headings of the Final Official Statement:

1. ECONOMIC DEVELOPMENT SALES TAX - Historical Taxable Sales in the City
2. ECONOMIC DEVELOPMENT SALES TAX - Trailing Monthly Economic Development Sales Tax Receipts (0.5%)
3. THE TIF DISTRICT – Historical Valuations – TIF Historical District Tax Increment Revenues

Commented [BJP5]: No table by this name

(c) updated information contained in the following tables in Appendix A of the Final Official Statement:

1. Valuations;
2. Largest Property Taxpayers;
3. West Fargo Mill Levies;
4. Levy Summary;
5. Tax Levies and Collections;
6. Larger Employers in the Area;
7. Population; and
8. Unemployment Figures.

In the event that the Issuer has not completed an audit of its annual financial statements by the date required in Section 3, subsection (a), of this Disclosure Certificate, then the Issuer will provide *unaudited* financial statements to the Repository. The Issuer will provide to the Repository its audited Financial Statements as soon as practicable after they are completed. The failure by the Issuer to provide an audited annual financial statement by the date required in Section 3, subsection (a) of this Disclosure Certificate shall not be deemed a violation of the reporting obligations under this Disclosure Certificate.

#### Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notice of the occurrence of any of the following events (“Material Events”) with respect to the Series 2020 Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modification to rights of security holders, if material;
8. Bond Calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes.
  12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
  13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
  15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
  16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) The Issuer shall file a notice of such occurrence with the Repository or with the MSRB within ten business days of the occurrence of the Material Event.
- (c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all the Series 2020 Bonds.

Section 7. Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 8. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertakings to violate the Rule. This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Issuer delivers to the Repository an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Series 2020 Bonds. The provisions of this Disclosure Certificate may be amended without the consent of the Owners of the Series 2020 Bonds, but only upon the delivery by the Issuer to the Repository of the proposed amendment and an opinion of nationally recognized bond counsel to the effect

that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer with the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Requested Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Requested Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Requested Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner of the Series 2020 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Series 2020 Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Series 2020 Bonds, and shall create no rights in any other person or entity.

Section 12. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Choice of Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of North Dakota, provided that to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, then this Disclosure Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

Section 14. Severability. If any portion of this Disclosure Certificate shall be held invalid or inoperative, then, so far as is reasonable and possible (i) the remainder of this Disclosure Certificate shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 15. Captions, Titles, and Headings. The captions, titles, and headings used in this Disclosure Certificate are for convenience only and shall not be construed in interpreting this Disclosure Certificate.

Section 16. The electronic signature of the City to this Disclosure Certificate shall be as valid as an original signature of such party and shall be effective to bind the City. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by

electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, I have executed this Disclosure Certificate in my official capacity effective \_\_\_\_\_, 2020.

CITY OF WEST FARGO

\_\_\_\_\_  
Tina Fisk  
City Auditor

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SALE OF LOT

WHEREAS, a request has been received by the City to purchase a portion of City-owned Lot 3, Block 1, Koppang Addition to the City of West Fargo (the "Property"); and

WHEREAS, the size of said parcel makes it unable to be developed; and

WHEREAS, the value of said property is estimated to be less than \$2,500; and

WHEREAS, pursuant to Section 1-0702 of the Revised Ordinances of 1990 of the City of West Fargo, real property with a value of less than \$2,500 may be sold by public or private sale if the City engages a licensed real estate agent/broker; and

WHEREAS, the City desires to engage a licensed real estate agent to sell the Property by way of a nonexclusive listing agreement.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City hereby agrees to sell approximately .29 acres of Lot 3, Block 1, Koppang Addition (the exact size of which will be determined by a survey to be performed by the purchaser).
2. The City desires to engage Jim Pederson, a licensed real estate agent in the City of West Fargo, to negotiate a fair and proper purchase price for said portion of Lot 3, Block 1, Koppang Addition.
3. The City hereby authorizes the Mayor and City Auditor to execute a Quit Claim Deed without further action by the City Commission.

Dated this 20<sup>th</sup> day of July, 2020.

APPROVED:

\_\_\_\_\_  
President of Board of City Commissioners

ATTEST:

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

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_.

On roll call vote the following commissioners voted aye: \_\_\_\_\_

\_\_\_\_\_.

The following commissioners voted nay: \_\_\_\_\_.

The following commissioners were absent and not voting: \_\_\_\_\_.

The majority having voted aye, the motion carried and the resolution was duly adopted.



July 15, 2020

TO: City Commissioners  
FROM: Lauren Orchard, Economic Development Director  
RE: Revision of EDAC Organizational Guidelines

City staff, in conjunction with the City attorney, have reviewed the Economic Development Advisory Committee (EDAC) organizational guidelines and have recommended changes to be considered for approval by the City Commission at your July 20<sup>th</sup> meeting. The new recommended guidelines have been attached to this memo and a brief overview of notable changes is provided below.

1. Advisory Status

EDAC is established as an advisory committee, previewing potential incentives and recommending approval or disapproval to the City Commission.

2. Public Meetings

EDAC meetings are established as public meetings requiring notice to the media and limiting executive sessions as established by North Dakota Law. All actions of the Committee will be recorded and maintained for open public access.

3. Term Limits

Member terms have been set at 3 years with a service limit of 2 consecutive terms. Following 2 consecutive terms, members must retire from the committee for at least 3 years, after which they may re apply for one more 3 year term. No member may serve more than 9 years on the committee in total.

4. Membership Composition

The Committee is reduced from 12 voting members to 6 voting members with one representative per industry. All representative industries remain the same (bank, service, manufacturing, retail, utilities) with the addition of a technology representative and the elimination of the at-large seat.

5. Clarification of Ex-Officio members

The ex-officio role is clarified for representatives appointed by other boards including the City Commission, School District, Cass County, Chamber of Commerce, and the Economic Development Corporation.

6. Officer Nominations and Rotation

A Vice President is nominated from among the voting membership after serving for 3 years (one term) on the Committee. After 1 year of service, the Vice Chair will graduate into the Chair position, the Chair will graduate into the Past Chair position, and Past Chair will rotate out of the officer position.

## 7. Conflict of Interest

A conflict of interest section (Article 5) has been included stating that no member shall participate in any case in which they have financial interest, including instances in which a family member, colleague or close friend would benefit directly or indirectly from a Committee recommendation to the City Commission. This article also states that if a Committee member does not state a known conflict of interest, they may be recommended by the Economic Development Director for removal by the City Commission.

### Summary and Recommendation:

The Organizational Guideline changes outlined above help clarify the role and structure of EDAC and align the committee with other City entities that report to the Commission. These guidelines have also been reviewed by legal counsel for compliance with North Dakota law and have been shared with Commissioners for review and feedback. I recommend approval of these new Organizational Guidelines and, if approved, would return to the Commission with committee member recommendations at a future Commission meeting.

# **ORGANIZATIONAL GUIDELINES OF THE WEST FARGO ECONOMIC DEVELOPMENT ADVISORY COMMITTEE**

## **ARTICLE 1: FUNCTION**

The Economic Development Advisory Committee (“EDAC” or the “Committee”) is a public entity that serves the Economic Development Department and West Fargo City Commission (the “City Commission”) as an advisor and representative of citizen interests on matters involving economic development. The Committee will base recommendations on benefits to the City of West Fargo (the “City”) community with a focus on fostering economic diversification, quality job retention/creation, and workforce availability. The Committee will also actively support the City’s Comprehensive Plan and Economic Development policy guidelines when considering applications.

### **1.1 General Duties**

The duties of EDAC shall include, but are not limited to:

1. Assist with the development of City policies and programs that support local businesses, potential new businesses, workforce development, the redevelopment of underutilized areas, and the diversification of the City’s tax base.
2. Review applications and recommend projects to the City Commission that qualify for grants, loans, tax exemptions (PILOTS, Renaissance Zone), tax increment financing (“TIF”), or other incentive programs that may be authorized by the City Commission.
3. Advise the Economic Development Department by identifying common issues faced by the business community and recommend potential solutions that may be considered by the City Commission.
4. Act as advocates in the community for relevant EDAC policies and programs.
5. Support collaboration between local, regional, and state organizations focused on economic development.
6. Provide a platform for community engagement and feedback relating to economic development.

### **1.2 Relationship to Economic Development Department**

The City’s Economic Development Department guides and serves as staff to the Committee. All incentive applications are received and processed through the Economic Development Department who subsequently provides recommendations to the Committee. The Director of Economic Development sets the agenda and assists the Committee Chair with facilitating presentations and discussion.

## **ARTICLE 2. GENERAL STATUTES AND ORDINANCES GOVERNING ACTION**

### **2.1 Applicable State and Local Laws**

To the extent that they remain in force and effect, or as they are amended, the Committee and its members shall be governed by the following:

The North Dakota Century Code, including but not limited to N.D.C.C. Chapter 44-04 (Duties, Records, and Meetings)

City of West Fargo Ordinances

The Articles set forth herein the Organizational Guidelines of the EDAC

City of West Fargo Comprehensive Plan

Any other laws as they may apply

### **2.2 Familiarity with North Dakota Statutes, Local Ordinances and Plans**

Upon taking office, all members of the Committee shall become familiar with the applicable North Dakota law, local ordinances, and City Plans under Section 2.1. Members are responsible for maintaining a knowledge of these items, with any amendments, which govern the conduct of the Committee's affairs.

### **2.3 Organizational Guidelines Available to Public**

As part of the public record, an official copy of the Organizational Guidelines shall be maintained at the City's Economic Development Department. This copy shall be made available during the course of all Committee meetings.

### **2.4 Amendments**

An amendment to any provision in these Organizational Guidelines can be made through a majority vote of the City Commission provided such amendment is not contrary to North Dakota law or to other ordinances. Any amendment must be incorporated into the official copy of these guidelines.

## **ARTICLE 3. MEMBERS**

### **3.1 Appointment and Terms**

The Director of Economic Development will select appointment candidates for business representatives to be considered by the City Commission. A candidate will not be considered a voting member until approved by the City Commission.

Member terms shall be three (3) years with a term limit of two (2) terms. After three (3) years off of the Committee, former members may re-apply for another three (3) year term. No member shall

be on the committee for more than a total of nine (9) years. Terms shall be staggered so that no more than two (2) members will be replaced at one time.

If guidelines are changed by the City Commission and membership is reduced, those members impacted will automatically be considered as resigned and will be notified by the Economic Development Director or Committee Chair.

### **3.2 Membership Composition**

Committee membership will be comprised of the following business representatives:

- Technology (1)
- Service (1)
- Banks (1)
- Manufacturing (1)
- Retail (1)
- Utilities (1)

Each business representative must conduct business in the City of West Fargo. All recommendations for business representatives must be approved by the City Commission.

Members listed below are appointed by their business or Committee to serve on the committee and are Ex-Officio, non-voting members. The rotation of these members will be done through their organization.

- City Commission (2)
- School District (1)
- Cass County (1)
- Chamber of Commerce (1)
- Greater Fargo Moorhead Economic Development Corporation (1)
- West Fargo City Administrator (1)
- West Fargo City Planner (1)
- West Fargo City Assessor (1)
- West Fargo Director of Economic Development (1); and
- Any administrative staff as necessary to support the committee.

### **3.3 Causes for Removal from the Committee**

A Committee member may be removed by the City Commission for misconduct and in particular for:

- Failure to attend 75% of the yearly meetings.
- Failure to disclose conflict of interest which otherwise would have disqualified a vote on a decision which affected a member personally or monetarily.

- Failure to maintain reasonable familiarity with North Dakota law, local ordinances, City Plans, and rules affecting the Committee, or failure to be guided thereby, as required in Section 2.1.

### **3.4 Resignations and Removals**

When members propose to resign, written notice shall, if feasible, be given to the Economic Development Director and Chair or Vice-chair two (2) months prior to the date of resignation.

To remove a member, written notice of removal will be presented to that member from the City Commission.

Due to vacation of office by death or illness, the Chair shall notify the body responsible for appointment informing them of the need to fill the vacant seat.

## **ARTICLE 4. OFFICERS**

### **4.1 Election of Vice-chair and Rotation of Chair and Past Chair**

A Vice-chair shall be elected annually by majority vote of business representatives. The elected member must serve at least three (3) years on the Committee to be eligible for the position. The Vice-chair shall serve for one (1) year under the direction of the Chair. After one (1) year of service, the Vice-chair position will graduate into the Chair position, and the Chair will become the Past Chair. The Vice-chair, Chair, and Past Chair will serve as the Executive Committee of EDAC.

### **4.2 Officer Succession in the Case of Incomplete Terms**

If the Past Chair resigns or is no longer a member of the Committee before the completion of their one (1) year term, the position will remain open until the following year's election.

If the Chair resigns or becomes no longer a member of the Committee, the Vice-chair shall succeed that person for the remainder of the term. An election to select a new Vice-chair shall be made by majority vote at the next regularly scheduled meeting in order to fill the unexpired term.

If a Vice Chair resigns or is no longer a member of the Committee, an election to select a new Vice-chair shall be made by majority vote at the next regularly scheduled meeting in order to fill the unexpired term.

### **4.3 Presiding at Meetings**

If present and able, the Chair shall preside at all meetings and hearings. If the Chair is absent or unable to preside, the Vice-chair shall preside. If both the Chair and Vice-chair are absent or

unable to preside, the Past Chair may preside. If no member of the Executive Committee is present, a quorum of voting members does not exist and no votes can be made.

In accordance with these and other applicable rules, the presiding officer shall maintain order and decide on all points of procedure.

#### **4.4 Managerial Powers**

With the guidance of the Economic Development Director, the Chair shall direct the official business of the Committee, requesting needed assistance, and exercising general disciplinary power over the Committee. The Economic Development Director or Chair may also appoint subcommittees when determined necessary.

#### **4.5 Agendas, Notices, and Recording**

The Economic Development Department shall be responsible for the preparation of agendas, staff reports, and record keeping. For regular meetings, new items of business can be discussed which were not included in the agenda. For special or emergency meetings, the discussion is limited to topics included in the agenda.

For all meetings, the Economic Development Department shall be responsible for filing notice with the appropriate central location; posting notice in the entity's main office; posting the notice at the location of the meeting; and providing notice to anyone who has asked for it.

A member of City Staff shall maintain minutes of each meeting. The minutes of the Committee shall be accessible to the public within the Economic Development Department and be a part of the public record.

### **ARTICLE 5. CONDUCT OF COMMITTEE MEMBERS AND STAFF**

#### **5.1 Representation of Applicants**

No member of the Committee, or staff of its business, may represent applicants on matters on which the Committee is to make determinations.

#### **5.2 Conflict of Interest**

No member of the Committee, the staff, or any agency serving the Committee, shall participate in any case which he or she has personal or financial interest in the property or action concerned, or will be directly affected by the decision, or has or believes that there is any other conflict of interest as defined by North Dakota law. This includes any instance in which a family member, colleague, or close friend would benefit directly or indirectly from a Committee decision.

### **5.3 Notification of Conflict of Interest**

As soon as any member of the Committee, staff, or agency serving the Committee, become aware of any potential conflict of interest in any case, notification shall be given to the Chair. When the Chair finds that conflict clearly or reasonably exists, the Chair will disqualify that person from acting or participating in the case at hand. The secretary shall note in the minutes that the Chair excused that person from acting due to conflict of interest. If a known conflict of interest is not stated, the Committee member may be recommended by the Economic Development Director for removal by the City Commission.

### **5.4 Disqualification on Grounds of Influence**

A member may disqualify his or her vote whenever any applicant, or their agent, has sought to influence the vote of the member prior to full Committee review. If disqualification does not occur, the member shall make it known to the Committee that private discussion with the applicant or agent has taken place prior to the meeting and detail the contents of that discussion. If a Committee member fails to disqualify his or herself and/or disclose the content of conversation preceding a committee vote, the Committee member may be recommended by the Economic Development Director for removal by the City Commission.

## **ARTICLE 6. MEETINGS**

### **6.1 Regular Meetings**

Regular Committee meetings are open to the public and shall be held at West Fargo City Hall once monthly at a consistent time and date determined by the majority of the membership and selected by the Economic Development Director. The Economic Development Director shall provide public notice of the date, time, and location of the regular meeting. Meetings may also be held electronically without further resolution, if allowed by North Dakota law and determined by the Economic Development Director.

### **6.2 Special Meetings**

Special meetings may be held at the call of the Economic Development Director. All public notices shall be issued in the same manner as for regular meetings.

### **6.3 Cancellation**

If no business is scheduled, or if it is apparent that a quorum will not be available, any meeting may be cancelled by the Economic Development Director by giving notice to all Committee members, press, and media representatives.

### **6.4 Quorum**

A quorum of the Committee will consist of four (4) voting members. No Committee action on any item can be taken without a quorum present.

## **6.5 Executive Sessions**

Meeting of all or part of the members to discuss the merits of an application shall not be conducted unless such meeting is open to the public. The Committee must announce the legal authority to close the meeting and the topics to be considered during an Executive Session. The Executive Session will be taped in the event of review by a court or Office of the Attorney General.

## **ARTICLE 8. FINDINGS AND DECISIONS**

### **8.1 Timing**

The Chair may elect, or the Committee approve on motion to:  
Proceed immediately to a decision on the item before the Committee, or  
Defer the decision until later in the same meeting, or  
Defer the decision until a specified special or regular meeting of the Committee as long as it is within time limit guidelines set for the application.

### **8.2 Form and Procedure**

All decisions of the Committee shall be made at a public meeting by motion made and seconded and by general vote. A roll call vote may be requested by any Committee member or by any member of the audience.

The motion shall specify the proposed action and any attached conditions.

### **8.3 Notification of Recommendations**

All recommendations of the Committee are advisory and subject to final approval by the City Commission. The City Commission is to be notified by the Economic Development Department of all recommendations made by the Committee.

The applicant shall also be notified in writing by the Economic Development Department of the Committee's recommendation. This notification shall include the Committee's recommendation, reason given for the recommendation, and timing for any further review by either the Committee or the City Commission.

## **ARTICLE 9. RECORDS**

### **9.1 Public Records**

All actions of the Committee shall be recorded and maintained for open public access by the Economic Development Department, as governed by North Dakota law.

## **9.2 Contents of Records**

Records of all applications to EDAC shall be maintained by the Economic Development Department. Recommendations to the City Commission on each application shall clearly show the supporting reasoning, and its relationship to the goals and benchmarks set by EDAC and the City's Comprehensive Plan.

## **9.3 Request for Records**

The Economic Development Department shall respond to an open records request within a reasonable time, as governed by North Dakota law, either by providing the requested record or by explaining the legal authority for denying all or part of the request.

# **ARTICLE 10: AMENDMENTS**

## **10.1 Amendments**

These Organizational Guidelines may be amended at any regular meeting of the City Commission.

## **10.2 Changes to Policy or Procedure**

Changes to policies or procedures governing any incentive programs may be amended at any regular EDAC meeting, subject to the approval of the City Commission.

Updated and Reviewed by the West Fargo City Commission on July 20, 2020.



# WEST FARGO PUBLIC LIBRARY

## 2019 ANNUAL REPORT





# WEST FARGO PUBLIC LIBRARY

## **Board of Directors**

**Alanna Rerick, President**  
**Jodie Haring, Vice President**  
**Steve Anglin**  
**Eric Gjerdevig, City Commissioner**  
**Larry Schwartz**

"The West Fargo Public Library saw many changes in 2019. We welcomed a new Director, a record number of children registered for the Summer Reading Program, and we added more opportunities to assist the community with technology. In light of unprecedented growth, the director, librarians and other staff are continuously looking for new and creative ways to connect and engage with our community. We are fortunate to have forward-thinking individuals blazing the path for a 21st-century library. Thank you for continuing to support the West Fargo Public Library."

**- Alanna Rerick, President**

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# Introduction by Library Director

Hello, West Fargo! My name is Carissa Hansen and I am the new Director of the West Fargo Public Library. Having only become Director in December of 2019, I want to take a minute to introduce myself and my approach to serving you.

Public library workers go into this field for one reason: we love to serve and support the public. We believe that a better city, state, country, and world hinges on equitable outcomes for all. We also believe everyone should have what they need to succeed, regardless of race, ethnicity, religion, socioeconomic status, physical appearance, sexual orientation, gender expression, age, physical or mental ability or marital status. The library is the people's place where these things are possible.

I believe in a library's capacity to change lives because I've seen it happen before my eyes many times. In libraries, I've sat with students until they could confidently complete their assignments. I have supported folks who needed to learn new skills to get jobs. I have helped people understand and access health information, hosted New American families at STEM programs for their kids and I've seen parents beam with pride after they joined in a storytime. Public libraries support many of the goals and hopes wrapped up in the lives of those who use our services.

I hope you enjoy exploring our accomplishments as you flip through the pages of our 2019 Annual Report. Last year was a record-setting year for the West Fargo Public Library. The Library achieved its highest annual program attendance to date, with over 15,000 patrons participating in our many events and activities in 2019. Some of our most popular programs were on-site and off-site storytimes, which support parents and kids as they developed early literacy skills. We also increased adult book club offerings due to demand, and offered many arts and cultural programs including an event featuring a renowned classical guitarist thanks to a partnership with the West Fargo Public Schools.

In 2019, we also had a record-breaking summer. With 896 kids registered in our annual Summer Reading Program, it was the most successful Summer Reading Program in WFPL history.

Last year was also a year of technological innovation for the library. We added mobile Wi-Fi hotspots to our circulating technology collection, introduced a wireless printing service for patrons and implemented new library management software and public access catalog.

It is my hope that as you view the following pages, you too feel a sense of pride in the accomplishments of your library and learn more about the many services we offer. I feel incredibly lucky to serve West Fargo and I look forward to 2020 and beyond.

Welcome to the Library,



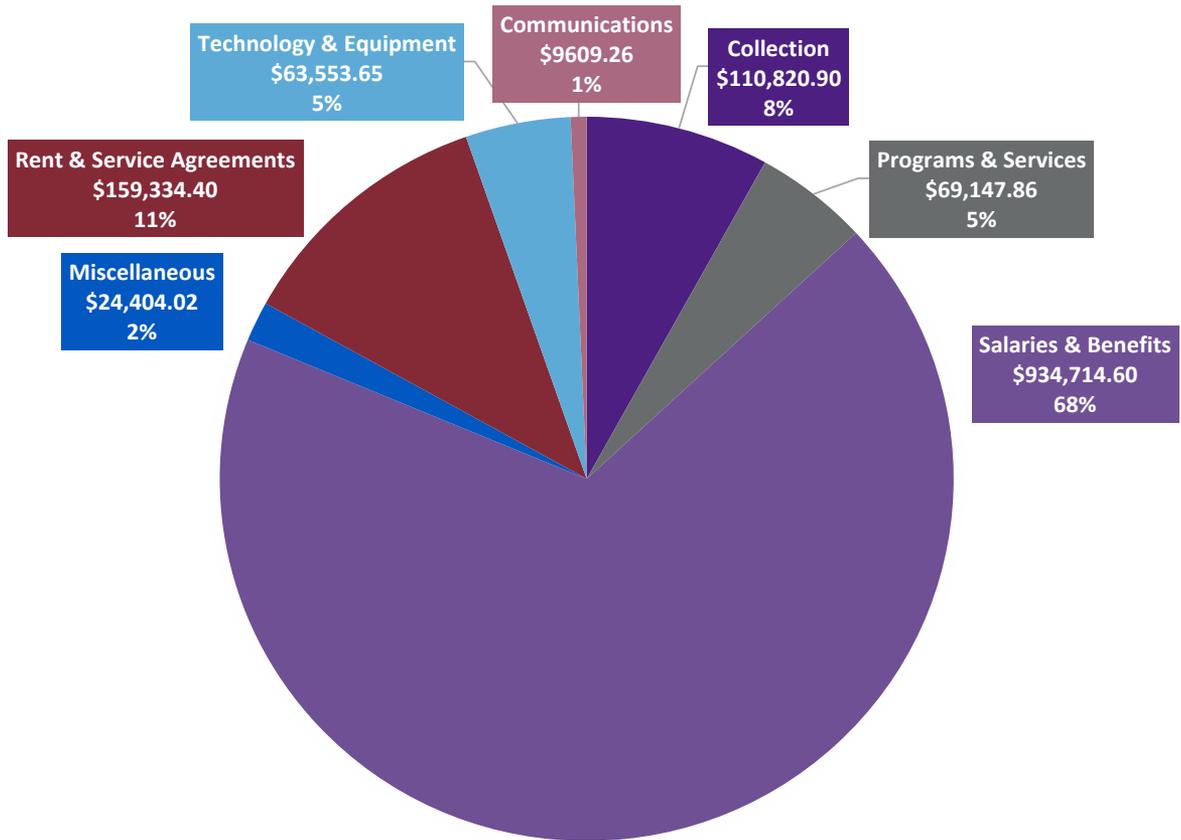
Carissa Hansen, Library Director



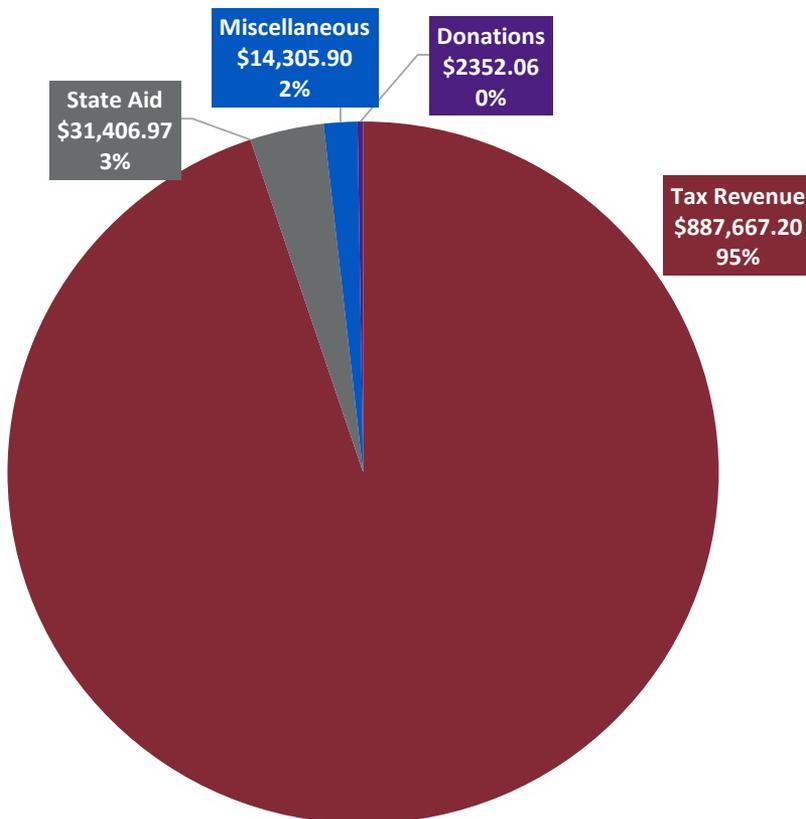
**Carissa Hansen**  
Library Director

# 2019 Budget

## 2019 LIBRARY EXPENSES



## 2019 LIBRARY REVENUE



# A Change in Leadership



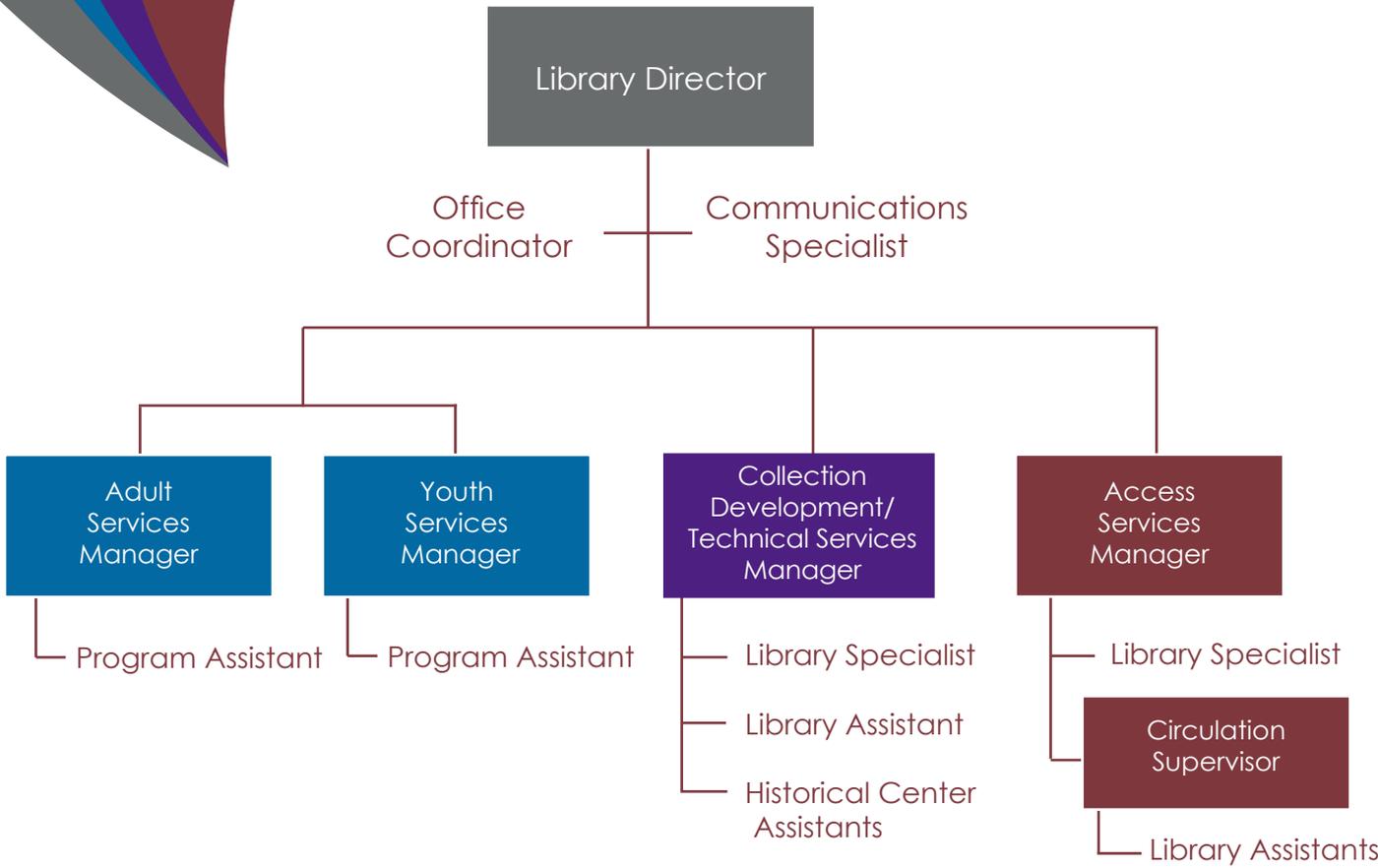
Michael Vosburg Forum Photo Editor

In December 2019, Library Director Sandra Hannahs entered retirement and Carissa Hansen stepped into the role of Director for the West Fargo Public Library.

Hannahs served as library director since 2007. During her tenure, Hannahs' primary goal was to "make the library and its services more accessible to the public, both online and in person." Hannahs oversaw the installation of public Wi-Fi, the launch of the library's first multi-page website and the implementation of Library2Go, a product that provides access to e-resources. Under Hannahs' direction, library services were extended to residents South of I-94 via a book vending machine and remote book returns. During Hannahs' tenure, the library also saw vast growth in program attendance. In 2014, Hannahs was named Librarian of the Year by the North Dakota Library Association.

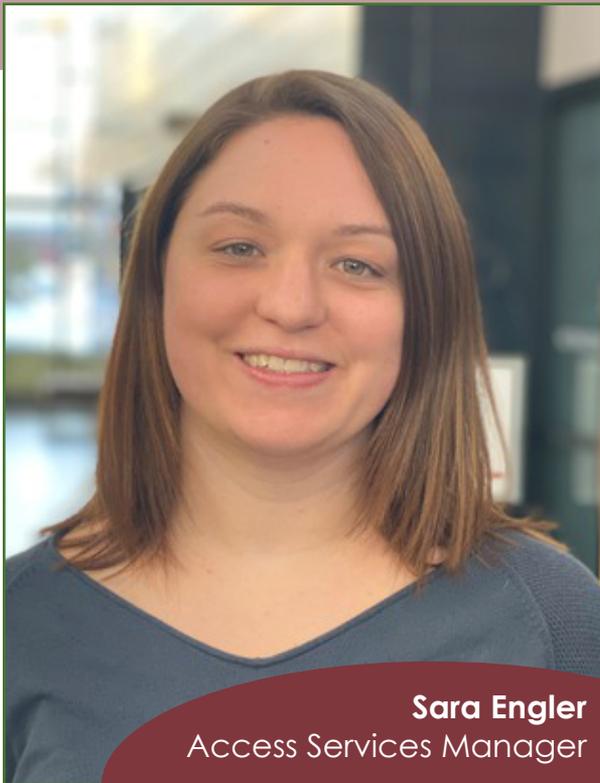
Hannahs handed the role over to Carissa Hansen on Dec. 1, 2019. Hansen served as Technology and Technical Services Librarian since Oct. 2017. Before taking the director role, Hansen helped to implement many new services at the West Fargo Public Library. Hansen worked to implement e-cards and other technology programs, redesigned the library website and spearheaded a drop-in technology tutoring program. Hansen also led the implementation of the new library management system.

# The New Organizational Structure



An increase in population in recent years has created a need for mature library services in the diverse city of West Fargo. In December 2019, the West Fargo Public Library implemented a new organizational structure. This new structure defined three separate service areas. The newly defined **patron services**, **technical services** and **programming** departments within the West Fargo Public Library work together to operate efficiently in their robust service to West Fargo residents.

# PATRON SERVICES



**Sara Engler**  
Access Services Manager



**Amy Hitch**  
Circulation Supervisor

## About Patron Services

The Patron Services staff offer direct customer service to library patrons. Those who call, email or visit the library in person interact with Patron Services staff members. The team is made up of the Access Services Manager, Circulation Supervisor, a Library Specialist and eight part-time Library Assistants.

Patron Services staff primarily:

- **Help patrons use the library**
- **Teach patrons about library services**
- **Provide reading recommendations**
- **Help students with homework**
- **Help patrons use technology**
- **Provide job search assistance**
- **Issue library cards**
- **Manage circulation of library materials**
- **Assist patrons with e-books and online resources**
- **Facilitate outreach with community partners**
- **Provide notary public services**

## New in 2019

The West Fargo Public Library now offers **wireless printing services**. Patrons can now send their documents to library printers from any compatible device at any time to be picked up and paid for during business hours.

## Who can get a library card?

The West Fargo Public Library issues free cards to those who live within West Fargo as well as those who live within the West Fargo School District boundary, own property in West Fargo, or who work for the West Fargo School District or the City of West Fargo.

# Circulation & Services Statistics

**203,119**  
Wi-Fi sessions

**10,546**  
uses of public computers

**41**  
notarizations

**70,134**  
library visits

**134**  
meeting room reservations



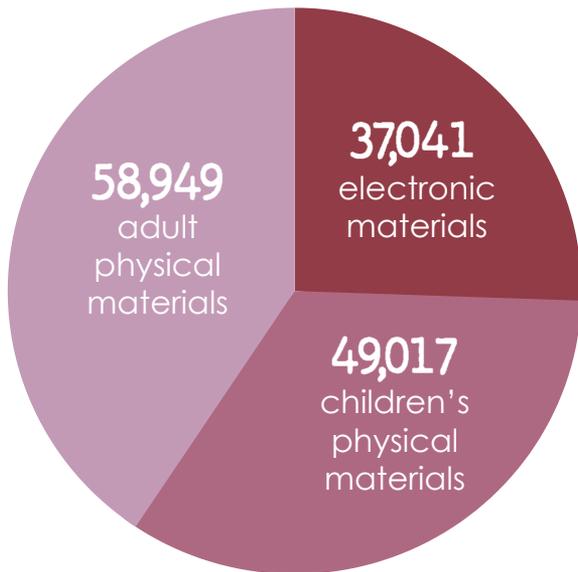
**39,446**  
website visits

**10,512**  
active library card holders



**WEST FARGO  
PUBLIC LIBRARY**

## 2019 CIRCULATION



## GROWTH TRENDS 2015 TO 2019

2019 library visits **70,134** ↑ **35%** from 2015

2019 total circulation **145,007** ↑ **16%** from 2015

2019 circulation of electronic materials **37,041** ↑ **191%** from 2015

## Outreach



The West Fargo Public Library is proud to offer outreach services to a number of retirement communities, assisted living facilities and daycare facilities in the metro area. In 2019, nearly 2000 books were circulated via this service.

**556**

items circulated to assisted living/retirement communities

**1200**

items circulated to daycare facilities through Book Buddies program

# TECHNICAL SERVICES

## About the Team

The Technical Services team develops the library's print and electronic collections while ensuring they meet the needs and interests of a diverse and changing West Fargo community. The team is made up of the Collection Development/Technical Services Manager, a Library Specialist, a Library Assistant and two Historical Center Assistants.

The Technical Services team's work includes:

- **Ordering, receiving, cataloging and processing all books, audiobooks, movies, music CDs and periodicals**



**Molly Flaspohler**  
Collection Development/  
Technical Services Manager

## New in 2019

The West Fargo Public Library's new **integrated library system and public access catalog** went live in December 2019. This new system includes an auto-renewal service. Patrons can also now place holds directly on items within the entire Online Dakota Information Network consortium.

Also new in 2019, the **Testing & Education Reference Center** is an online resource that offers standardized test preparation and career development tools. **Creativebug by JoAnn** is another new online resource that

offers thousands of free crafting video tutorials.

The West Fargo Public Library also began a **mobile Wi-Fi hotspot lending** service in 2019. Through this service, patrons can check out a hotspot for three weeks.

The library also made **book club kits** available for checkout in 2019. Each kit comes with 10 copies of a book, a list of discussion questions and tips for hosting a book club.

## 2019 Collection information

**OTHER** 101 ELECTRONIC SERIAL SUBSCRIPTIONS  
65 OTHER CIRCULATED ITEMS (ART PASSES, TECHNOLOGY, KITS, ETC.)

**4696** **PHYSICAL AUDIO MATERIALS**

**6074** **PHYSICAL VIDEO MATERIALS**

**54,191** **DOWNLOADABLE E-CONTENT**

**67,091** **PRINT MATERIALS**

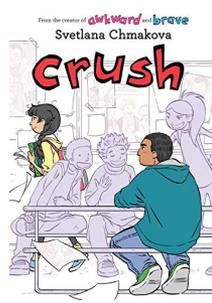
**TOTAL 2019 COLLECTION 132,218**

**6862**  
new items  
added to  
collection in  
2019

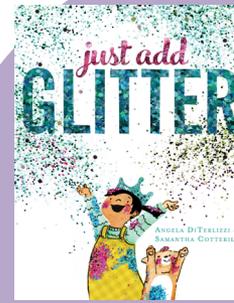
# Top 10 Kids' Books



#1 Dog Man: Brawl of the Wild by Dan Pilkey



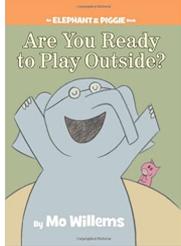
#2 Crush by Svetlana Chmakova



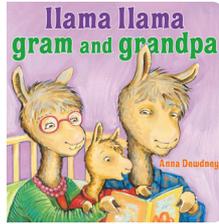
#3 Just Add Glitter by Angela DiTerlizi



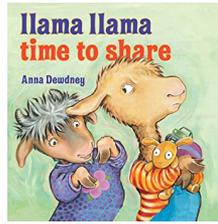
#4 Making Friends by Kristen Gudsnuk



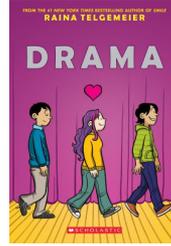
#5 Are You Ready to Play Outside? by Mo Willems



#6 Llama Llama Gram and Grandpa by Anna Dewdney



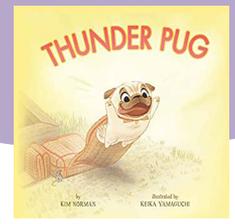
#7 Llama Llama Time to Share by Anna Dewdney



#8 Drama by Raina Telgemeier



#9 Minnie Mouse (Look and Find) by Art Mawhinney



#10 Thunder Pug by Kim Norman

# Top 10 Teen Books



#1 The Avengers Vol. 1 by Jason Aaron



#2 Scythe by Neal Shusterman



#3 Blue Exorcist by Kazue Kato



#4 Captain America: Home of the Brave by Mark Waid



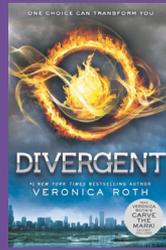
#5 My Hero Academia Vol. 2 by Kohei Horikoshi



#6 My Hero Academia Vol. 1 by Kohei Horikoshi



#7 My Hero Academia Vol. 4 by Kohei Horikoshi



#8 Divergent by Veronica Roth

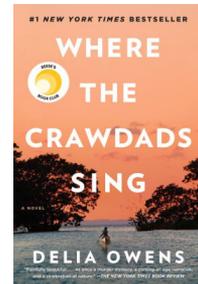


#9 Harry Potter and the Order of the Phoenix by JK Rowling

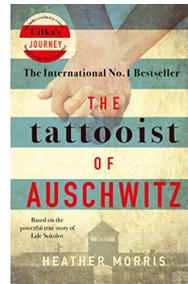


#10 Five Feet Apart by Rachael Lippincott

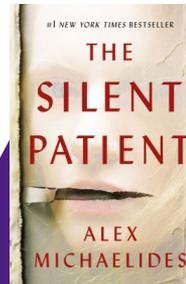
# Top 10 Adult Books



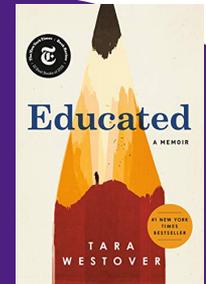
#1 Where the Crawdads Sing by Delia Owens



#2 The Tattooist of Auschwitz by Heather Morris



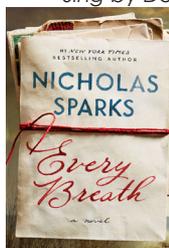
#3 The Silent Patient by Alex Michaelides



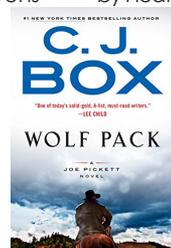
#4 Educated: A Memoir by Tara Westover



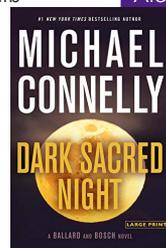
#5 Becoming by Michelle Obama



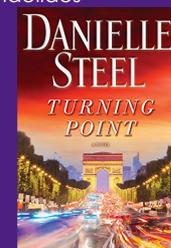
#6 Every Breath by Nicholas Sparks



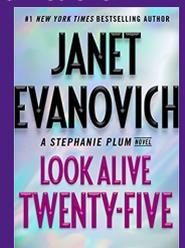
#7 Wolf Pack by C.J. Box



#8 Dark Sacred Night by Michael Connelly



#9 Turning Point by Danielle Steel



#10 Look Alive Twenty-Five by Janey Evanovich

# PROGRAMMING

## About the Team



**Lauren Nephew**  
Youth Services Manager

The Programming team provides educational and recreational classes, cultural events and literacy programming for all residents. The team, made up of an Adult Services Manager, Youth Services Manager and two Program Assistants, plans and facilitates programs such as:

- **storytimes**
- **book clubs**
- **STEM, crafting and maker events**
- **film screenings**
- **author talks**
- **art and cultural speakers**
- **technology tutoring and classes**
- **and more!**

**935**  
total programs  
in 2019

**15,025**  
program participants  
in 2019 (a 64% increase  
since 2015)



**Kirsten Henagin**  
Adult Services Manager

## Change in 2019

2019 marked the retirement of Adult Services Librarian Kathy Vander Vorst. Kathy worked for the West Fargo Public Library from December 2014 until her retirement in May 2019 and was integral in the growth of the WFPL book clubs.

# Program Highlights

In 2019, the West Fargo Public Library hosted a number of large events and weekly activities and for residents of all ages. Some of the highlights from 2019 are recorded below.

## For Adults

### **Peter Fletcher Concert**

The West Fargo Public Library partnered with West Fargo Public Schools to bring classical guitarist Peter Fletcher to West Fargo for a concert. He also took the time to visit high school guitar classes.

### **Don Kinzler Gardening Class**

Don Kinzler, a popular local columnist, gardener and horticulturist explained how to best prepare a yard and garden to survive North Dakota winters.

### **Mary DeJong Author Visit**

A West Fargo High School alumnus, Mary DeJong recently published her first novel. Her book "Through a Daughter's Eyes" tells the story of her coping with her father's death and celebrating his life.

### **Book Clubs**

Book clubs at the West Fargo Public Library were wildly popular in 2019. To accommodate the growing interest in the clubs, a third club was added which meets every third Thursday. This was added in addition to two existing clubs.

## For Kids & Families

### **In-Library Storytimes**

Storytimes at the West Fargo Public Library are more than just a story. Storytime leaders also share songs, activities, movements, play, tips and tricks for parents along with stories. In 2019, the library doubled storytime attendance when storytime was split into one weekly storytime for 0 - 18 month olds and one weekly storytime for children ages 2 to 5.

### **Daycare Storytimes**

Programming staff often visit local daycares to lead storytime for their students. In 2019, the staff visited 18 different daycare classes each month.

### **STEM Programs**

STEM programs focus on developing science, technology, engineering and mathematics skills in children. These programs range from building with Legos or learning to code to participating in STEM Storytimes, in which the storytime leader facilitates a STEM activity along with the day's story.

### **Free Comic Book Day**

Free Comic Book Day is an annual event where library patrons can celebrate popular comic book heroes and get free comic books from the library. The 2019 event was Star Wars themed and featured a "Jedi Training Academy," Star Wars characters and crafts in addition to free comic books.

# 2019 Summer Reading Program

In 2019, the West Fargo Public Library's annual Summer Reading Program had the highest number of participants in WFPL history. The 2019 theme was "A Universe of Stories." For children, the summer was filled with weekly crafts, a STEM space camp, coding, galaxy slime, rocket launchers and more. The program also featured



adult activities such as book discussions, presentations, movies, as well as events for the whole family.

The primary goal of the annual Summer Reading Program is to keep children reading during the summer months, to help avoid learning loss when children are not in school. To help achieve this goal, the library provides incentives to readers of all ages for reaching reading hour milestones during the summer months.

896

children registered in Summer Reading Program in 2019

1,899

program attendees in June and July 2019

10,257

hours read by children registered in the Summer Reading Program in 2019



arts & crafts



hundreds of participants



STEM building



Ask an Astronaut event



Star Wars characters



tons of fun

# Community Engagement

Every year the West Fargo Public Library participates in a number of community events, activities and groups. Below are a few highlights from 2019.

## West Fest

Every year the West Fargo Public Library participates in the annual West Fest community celebration in downtown West Fargo. The library participates in the West Fest parade each year and the library serves as a starting location for the parade.

## One Book, One Community

One Book, One Community is a program hosted by multiple libraries in the metro area and region. In 2019, the featured book was *Fly Girls: How Five Daring Woman Defied All Odds and Made Aviation History* by Keith O'Brian.

## Second Grade Tours

Each spring, second-grade students from West Fargo elementary schools visit the library to learn more about how the library works and discover the many services the library offers.

## West Fargo Street Fair

In June, the library participated in the first West Fargo Street Fair event. The library hosted a booth with a craft for the thousands of kids in attendance at the event.

## City Government Career Day

In the spring, the West Fargo Public Library hosted the first City Government Career Day along with other City of West Fargo departments. This program was open to middle school students in West Fargo and gave them an immersive experience and look into the work of city government.



"Through the library, you can discover your community."

- Stephanie Shea,  
library patron &  
Little Red Reading Bus  
Coordinator



# Community Partners

Much of the success of the West Fargo Public Library is due to many partnerships with Fargo, Moorhead and West Fargo businesses, local organizations and regional libraries. In 2019, these entities included:

- Carl B. Ylvisaker Library at Concordia College
- Cayden's Clubhouse
- Children's Montessori Center
- Creative Minds Preschool and Childcare
- City of West Fargo
- Fargo Public Library
- Fargo Air Museum
- Friends of the West Fargo Public Library
- Historical and Cultural Society of Clay County
- Hooligan's Bar and Grill
- Inspire Innovation Lab
- Lil Bloomers Osgood
- Little Lambs Preschool
- Moorhead Community Education
- NDSU Extension Program
- North Dakota Autism Center
- Sandy's Donuts
- Texas Roadhouse
- The Arts Partnership
- The Little Red Reading Bus of West Fargo
- The Puzzle Piece Childcare Center
- Thunder Coffee
- West Fargo Area Community Program
- West Fargo Exchange Club
- West Fargo Fire Department
- West Fargo Head Start
- West Fargo Park District
- West Fargo Pioneer & Fargo Forum
- West Fargo Police Department
- West Fargo Public Schools



"Libraries are community centers, serving everyone in their area."

- The team from Sandy's Donuts

# Volunteers

West Fargo Public Library volunteers play an important role at the library. As they share their time and talent, volunteers make a real contribution to the quality of the services we are able to offer the community. The library welcomes volunteers for both long-term and short term projects. Volunteers may be assigned to work on their own or with staff members.

**20**

West Fargo Public Library  
volunteers

**713**

volunteer hours

In 2019, the West Fargo Public Library had 20 volunteers put in over 713 volunteer hours. WFPL volunteers assist with multiple things at the library. Volunteer tasks generally include things like:

- **Helping in the Historical Center**
- **Processing materials**
- **Re-shelving books**
- **Prepping craft materials for programs**
- **Weeding materials**
- **Keeping the library clean**
- **Helping with outreach services**

## Friends of the West Fargo Public Library

The Friends of the West Fargo Public Library is a non-profit organization dedicated to helping the library make programming and resources more accessible to the communities it serves. The group purchases special library materials and equipment and sponsors numerous programs throughout the year. In 2019, the Friends of the West Fargo Public Library group supported multiple library programs and events including:

- **Library Card Sign Up Month**
- **One Book, One Community**
- **Summer Reading Program**
- **Community engagement opportunities**
- **Staff retirement parties**
- **ND Public Library Association Conference**

For more information about joining the Friends of the West Fargo Public Library group, visit [westfargolibrary.org/friends](http://westfargolibrary.org/friends).



# Thank You

Thank you for taking the time to read our 2019 Annual Report and for your continued support of the West Fargo Public Library.

[westfargolibrary.org](http://westfargolibrary.org)



WestFargoLibrary



West Fargo Public Library

#WestFargoLibrary

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # \_\_\_\_\_

\*\*\*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: Lisa Sankey

2. PHONE NUMBER: 433-5323 DATE: July 15, 2020

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

Sandhills 4th Addition, Rezoning from A: Agricultural to LI: Light Industrial  
(Ordinance #1159).

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

Lot 21, Block 6 of Meadow Brook Park Subdivision, City of West Fargo, North  
Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold Second Reading on the Rezoning.

ORDINANCE NO. 1159

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WEST FARGO, NORTH DAKOTA, AS ADOPTED IN SECTION 4-301 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Amendment. The Official Zoning Map of the City of West Fargo, North Dakota, as adopted in Section 4-301 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended as follows:

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to LI (Light Industrial District):

Lot 21, Block 6 of Meadow Brook Park Subdivision to the City of West Fargo, North Dakota (a/k/a part of proposed Sandhills Fourth Addition).

SECTION 2. Amendment of Zoning Map. The proper City Officials are hereby authorized to amend and change the City Zoning Map to correspond thereto.

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:

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # \_\_\_\_\_

\*\*\*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, AICP
2. PHONE NUMBER: 433-5321 DATE: July 16, 2020
3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST:  
Elmwood Court 4th Addition which includes a partial vacation of dedicated Park property requiring a public hearing.
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
Located at 408 and 320 19th Avenue West (Lots 63 & 64, Block 2 of Elmwood Court Addition), City of West Fargo, North Dakota
5. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Hold Public Hearing for Partial Vacation of Park Property on Elmwood Court Addition and Final Plat Approval based on conditions listed in the staff report.

STAFF REPORT

A19-12 REPLAT AND REZONING	
Elmwood Court 4 <sup>th</sup> Addition	
408 and 320 19 <sup>th</sup> Avenue West (Lots 63 & 64, Block 2 of Elmwood Court Addition)	
Owner/Applicant: West Fargo Park District	Staff Contact: Tim Solberg, AICP
Planning & Zoning Commission Introduction:	03-12-2019
Public Hearing:	03-12-2019 - Denied
Review Revised Plat	12-10-2019 - Approval
City Commission Final Plat Approval	07-20-2020

**PURPOSE:**

Replat and Rezone for sale and development

**STATEMENTS OF FACT:**

Land Use Classification:	G-2 Sub-Urban-Growth Sector
Existing Land Use:	Park District Storage and Multi-Use Path
Current Zoning District(s):	P: Public Facilities
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Zoning District(s):	PUD: Planned Unit Development and P: Public Facilities
Proposed Lot size(s) or range:	29,277 & 193,265 ft <sup>2</sup>
Total area size:	5.09 Acres
Adjacent Zoning Districts:	North – R-1A: Single Family Dwellings & P Public Facilities South – R-1: One & Two Family Dwellings East & West – PUD: Planned Unit Development (Residential)
Adjacent street(s):	Sheyenne Street (Minor Arterial); 19 <sup>th</sup> Avenue W (Local)
Adjacent Bike/Pedestrian Facilities:	Sidewalks adjacent on Sheyenne Street & 19 <sup>th</sup> Ave West
Available Parks/Trail Facilities:	Elmwood Park connected by multi-use path
Park Dedication Requirements:	Provided with previous subdivision

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application, preliminary plat and area plan. The concept is simply to begin the process of rezoning to a Planned Unit Development (PUD) to begin a departure from it being used for Park facilities.
- The property was platted in 2002. Lot 64, Block 2 was dedicated and platted as Park, Lot 63, Block 2 was acquired by the West Fargo Park District and not dedicated on the plat.
- The plat is providing two lots. Lot 1, which includes a multi-use path connecting to South Elmwood Park, would be retained by the Park District.
- The applicant proposes rezoning a portion of the property to PUD, which would allow sale and development. A new lot would continue to provide the existing multi-use path and would remain zoned for Public Facilities owned by the West Fargo Park District.
- A PUD typically at concept phase would provide a concept of what is being proposed. At this time, however it is unknown how this property may develop. If a concept is to be approved, staff would

STAFF REPORT

suggest that a PUD Amendment be required in the future to ensure a second public hearing is provided to the neighborhood.

- Lot 64, Block 2 of Elmwood Court Addition is labeled as "PARK" on the recorded plat and provided within the dedication statement as dedicated "TO THE USE OF THE PUBLIC". Proper procedure for the vacation of this will likely be required and consideration by the City Attorney may be required.

**NOTICES:**

Sent to: Property owners within 150' and applicable agencies and departments.

Comments Received:

- Phone calls and emails have been received with concerns regarding the property being developed near the residential area. All email correspondence received is attached to the staff report. The general concern is that whatever may develop be compatible with the adjacent residential. Some have expressed opposition to the property being developed at all.
- An email response from the Director of the West Fargo Park District is included for reference as a response to some opposition to the application.
- The President of the Board of City Commissioners has suggested that the Park District hold a neighborhood meeting prior to sale and development to help inform the neighborhood and City of the plans for the site.

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

- Development on the site would not be inconsistent with the G-2 Sub-Urban-Growth Sector, however at the time of West Fargo 2.0 there was no discussion of this site redeveloping so it is not mentioned or considered as a developable piece of property.

**RECOMMENDATIONS:**

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

1. Proper procedure for vacating Park land is provided for by the West Fargo Park District.
2. PUD Amendment is required for future development of the proposed Lot 2, Block 1 of Elmwood Court 4<sup>th</sup> Addition.
3. Concerns of adjacent properties be taken into consideration by applicant as detailed plans are developed.
4. Detailed Development Plans will be subject, but not limited to 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

**PLANNING AND ZONING RECOMMENDATION:**

At their March 12, 2019 meeting, the Planning and Zoning Commission denied the request.

STAFF REPORT

**UPDATE:**

The Park District has resubmitted the plat for review and revoked their zoning request. Rezoning would be left up to the future buyer.

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

1. Any issues regarding vacation or partial vacation are reviewed and handled appropriately at the direction of the City Attorney.
2. An updated drainage plan is received and approved by the City Engineer.
3. An updated utility plan is received and approved by the City Engineer.
4. A signed Final Plat is received with any necessary easements.
5. An Attorney Title Opinion is received.
6. A certificate is received showing taxes are current.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 10, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat, subject to the six conditions listed above.

In addition to the replat, the process also requires the vacation of park property which was dedicated to the public. This process will require a public hearing at City Commission which has been properly advertised for by the City Attorney's office.



A19-12  
Proposed Subdivision





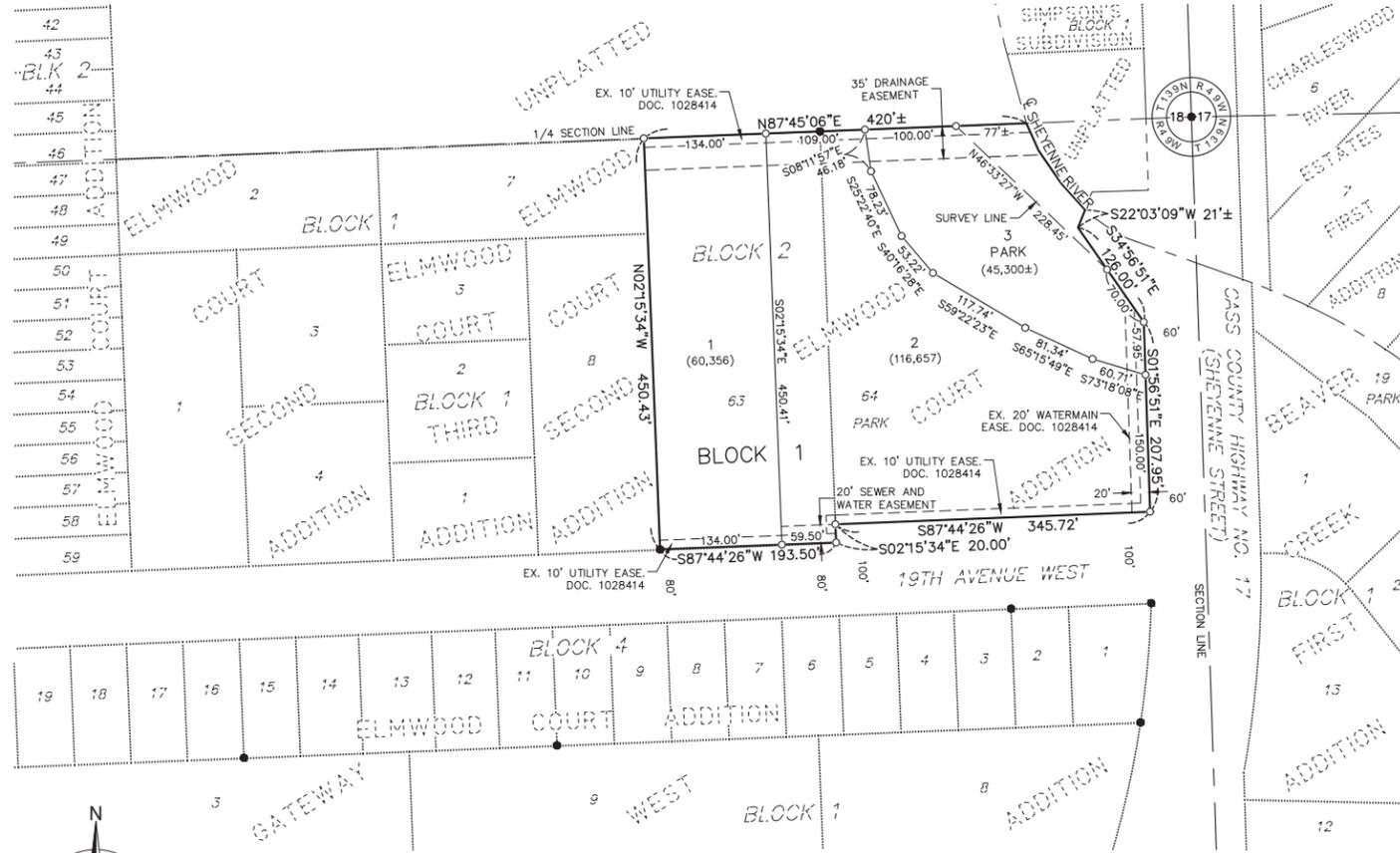
A19-12  
Proposed Subdivision



- |                              |                               |                             |                                  |                                |
|------------------------------|-------------------------------|-----------------------------|----------------------------------|--------------------------------|
| A: Agricultural              | LI: Light Industrial          | R-1: One and Two Family     | R-1S: Special One and Two Family | R-4: Mobile Home               |
| C: Light Commercial          | M: Heavy Industrial           | R-1A: Single Family         | R-1SM: Mixed One and Two Family  | R-5: Manufactured Home         |
| C-OP: Commercial Office Park | P: Public                     | R-1B: Special Single Family | R-2: Limited Multiple Dwelling   | R-L1A: Large Lot Single Family |
| HC: Heavy Commercial         | PUD: Planned Unit Development | R-1E: Rural Estate          | R-3: Multiple Dwelling           | R-R: Rural Residential         |



**PLAT OF  
ELMWOOD COURT FOURTH ADDITION  
TO THE CITY OF WEST FARGO, A PARTIAL VACATION OF A DEDICATED PARK AND  
A REPLAT OF LOTS 63 AND 64, BLOCK 2, ELMWOOD COURT ADDITION  
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA**



**LEGEND**

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571

BASIS OF BEARINGS: ELMWOOD COURT ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

**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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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

**CITY ENGINEER'S APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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 "ELMWOOD COURT FOURTH ADDITION" TO THE CITY OF WEST FARGO, A PARTIAL VACATION OF A DEDICATED PARK AND A REPLAT OF LOTS 63 AND 64, BLOCK 2, ELMWOOD COURT 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:

ALL OF LOT 63 AND DEDICATED PARK (LOT 64), BLOCK 2, ELMWOOD COURT 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.

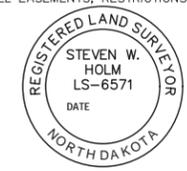
SAID TRACT CONTAINS 5.1 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

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

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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 "ELMWOOD COURT FOURTH ADDITION" TO THE CITY OF WEST FARGO, A PARTIAL VACATION OF A DEDICATED PARK AND A REPLAT OF LOTS 63 AND 64, BLOCK 2, ELMWOOD COURT 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 DRAINAGE EASEMENTS, SEWER EASEMENTS, WATER EASEMENTS, UTILITY EASEMENTS AND THE PARK AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: WEST FARGO PARK DISTRICT

\_\_\_\_\_  
TODD RHEAULT, PRESIDENT OF THE BOARD

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD RHEAULT, PRESIDENT OF THE BOARD, 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 WEST FARGO PARK DISTRICT.

\_\_\_\_\_  
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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020.

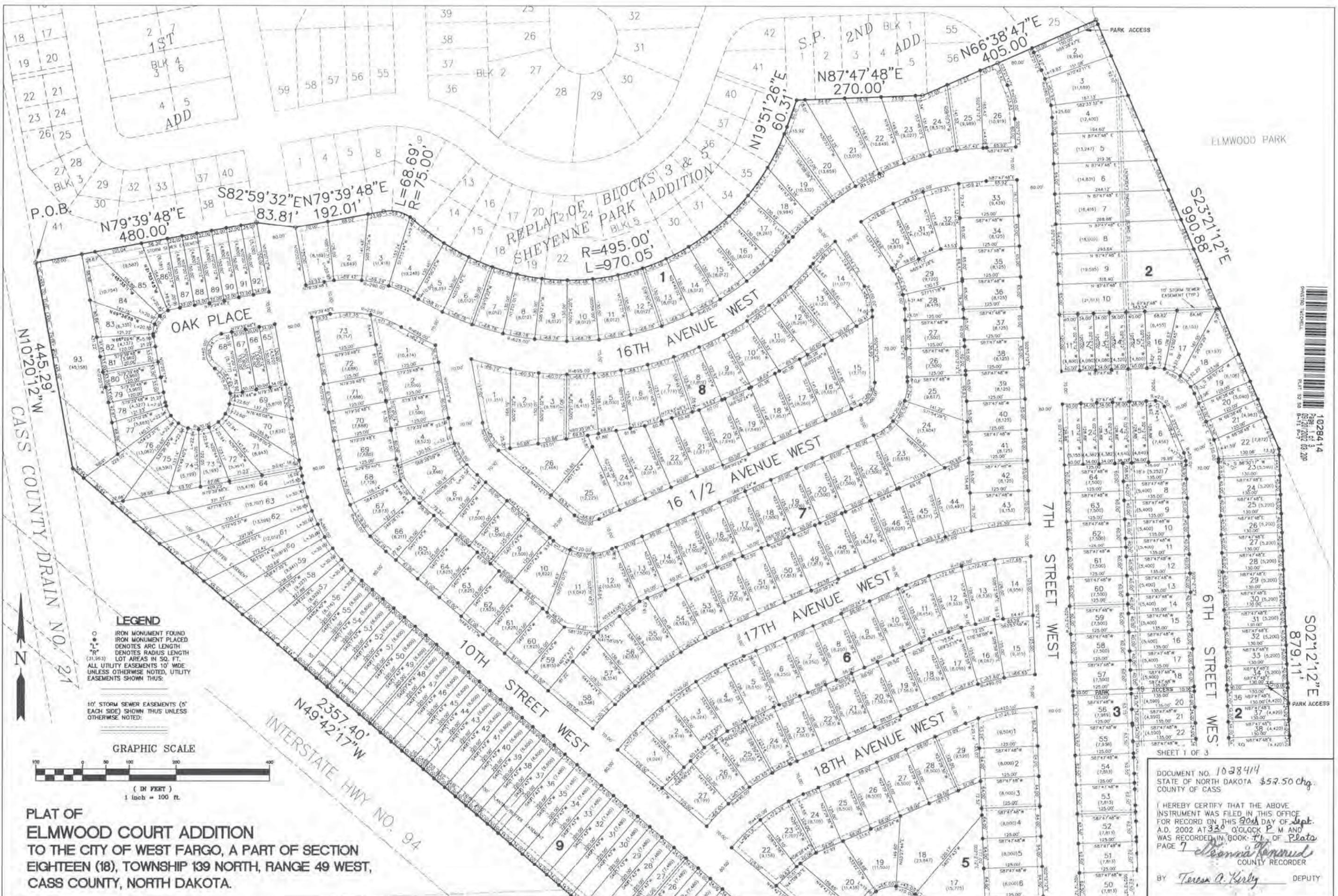
\_\_\_\_\_  
BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION

\_\_\_\_\_  
TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

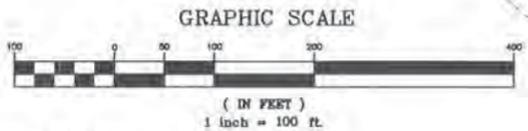
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



**LEGEND**  
 ○ IRON MONUMENT FOUND  
 ● IRON MONUMENT PLACED  
 — DENOTES ARC LENGTH  
 — DENOTES RADIUS LENGTH  
 — LOT AREAS IN SQ. FT.  
 ALL UTILITY EASEMENTS 10' WIDE  
 UNLESS OTHERWISE NOTED, UTILITY  
 EASEMENTS SHOWN THUS:

10' STORM SEWER EASEMENTS (5'  
 EACH SIDE) SHOWN THUS UNLESS  
 OTHERWISE NOTED:



**PLAT OF  
 ELMWOOD COURT ADDITION  
 TO THE CITY OF WEST FARGO, A PART OF SECTION  
 EIGHTEEN (18), TOWNSHIP 139 NORTH, RANGE 49 WEST,  
 CASS COUNTY, NORTH DAKOTA.**

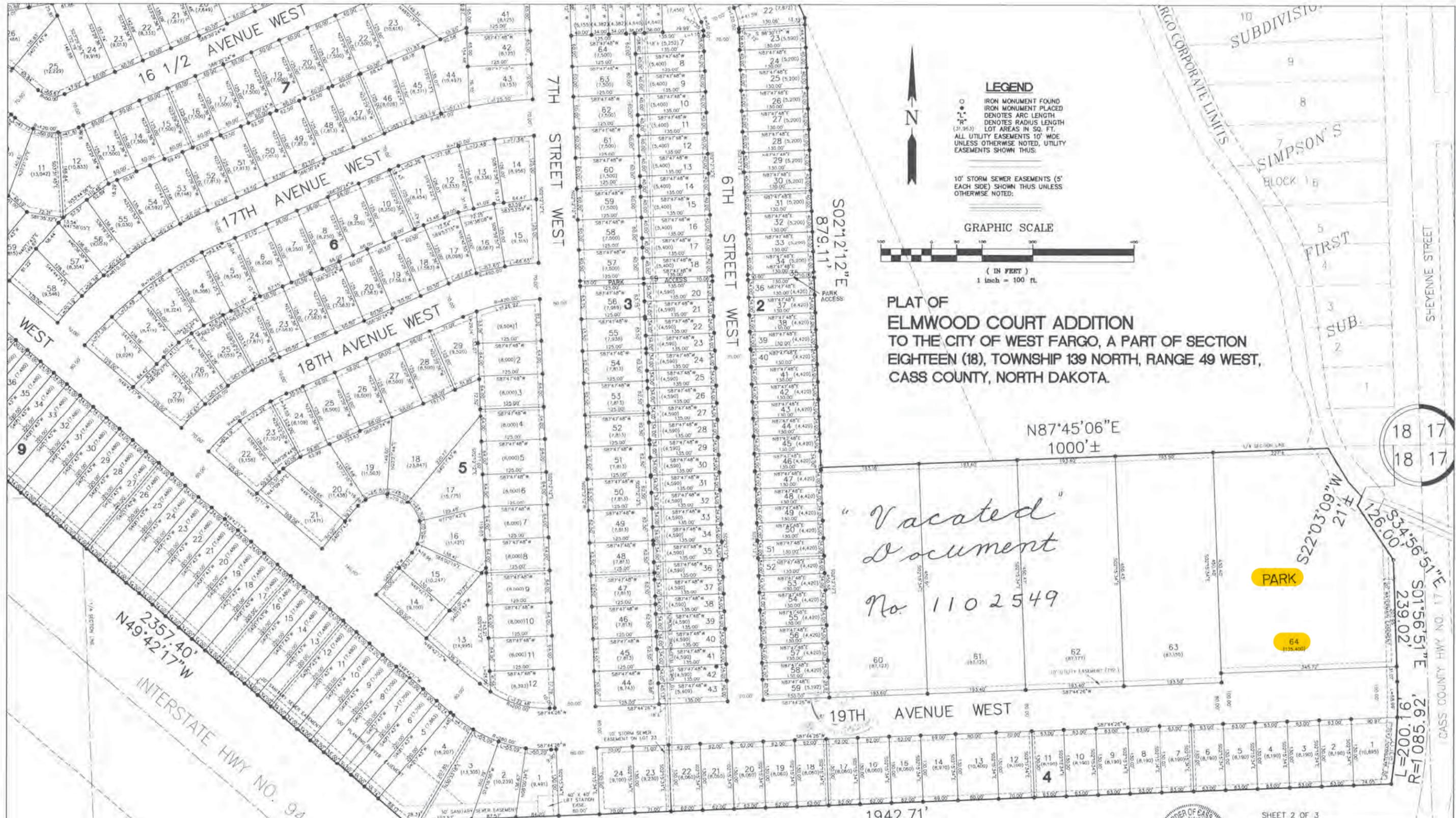
DOCUMENT NO. 1028414  
 STATE OF NORTH DAKOTA \$52.50 Chg.  
 COUNTY OF CASS  
 I HEREBY CERTIFY THAT THE ABOVE  
 INSTRUMENT WAS FILED IN THIS OFFICE  
 FOR RECORD ON THIS 30th DAY OF Sept.  
 A.D. 2002 AT 3:20 O'CLOCK P.M. AND  
 WAS RECORDED IN BOOK-TITLE OF PLATS  
 PAGE 7  
*Deanna Jensen*  
 COUNTY RECORDER  
 BY *Teresa A. Kirby* DEPUTY



S02'12'12"E  
 879.11'

SHEET 1 OF 3

T1-7



SHEET 2 OF 3

DOCUMENT NO. 1028414  
 STATE OF NORTH DAKOTA \$52.50  
 COUNTY OF CASS

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON THIS 20th DAY OF Sept. A.D. 2002 AT 3:20 O'CLOCK P.M. AND WAS RECORDED IN BOOK 11 OF PLATS PAGE 7

*Deanna Remruel*  
 COUNTY RECORDER

BY *Teresa A. Healy* DEPUTY



**TI-7**

**PLAT OF  
ELMWOOD COURT ADDITION**

**TO THE CITY OF WEST FARGO, A PART OF SECTION EIGHTEEN (18), TOWNSHIP 139 NORTH,  
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA,**

**CERTIFICATE**

GREG MUND, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED PROFESSIONAL LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "ELMWOOD COURT ADDITION" TO THE CITY OF WEST FARGO, A PART OF SECTION EIGHTEEN (18), TOWNSHIP ONE HUNDRED THIRTY NINE (139) NORTH, RANGE FORTY NINE (49) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID 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 SECTION EIGHTEEN (18), TOWNSHIP ONE HUNDRED THIRTY NINE (139) NORTH, RANGE FORTY NINE (49) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK THREE (3) OF THE REPLAT OF BLOCKS THREE (3) AND FIVE (5) OF SHEYENNE PARK FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF CASS COUNTY DRAIN NO. 21;

THENCE N 79°39'48" E ALONG THE SOUTH LINE OF SAID BLOCK THREE (3) FOR A DISTANCE OF FOUR HUNDRED EIGHTY (480.00) FEET TO THE SOUTHEAST CORNER OF SAID BLOCK THREE (3);

THENCE S 82°59'32" E ALONG THE SOUTH LINE OF SAID BLOCK THREE (3) FOR A DISTANCE OF EIGHTY THREE AND EIGHTY ONE HUNDREDTHS (83.81) FEET TO THE SOUTHWEST CORNER OF BLOCK FIVE (5) OF SAID REPLAT OF BLOCKS THREE (3) AND FIVE (5);

THENCE N 79°39'48" E ALONG THE SOUTH LINE OF SAID BLOCK FIVE (5) FOR A DISTANCE OF ONE HUNDRED NINETY TWO AND ONE HUNDREDTH (192.01) FEET;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK FIVE (5) ALONG A CURVE TO THE RIGHT (R = 75.00', Δ = 52°28'35") FOR AN ARC DISTANCE OF SIXTY EIGHT AND SIXTY NINE HUNDREDTHS (68.69) FEET;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK FIVE (5) ALONG A CURVE TO THE LEFT (R = 495.00', Δ = 112°16'57") FOR AN ARC DISTANCE OF NINE HUNDRED SEVENTY AND FIVE HUNDREDTHS (970.05) FEET;

THENCE N 19°21'56" E ALONG THE SOUTH LINE OF SAID BLOCK FIVE (5) FOR A DISTANCE OF SIXTY AND THIRTY ONE HUNDREDTHS (60.31) FEET;

THENCE N 87°47'48" E ALONG THE SOUTH LINE OF SAID BLOCK FIVE (5) FOR A DISTANCE OF TWO HUNDRED SEVENTY (270.00) FEET;

THENCE N 66°38'47" E ALONG THE SOUTH LINE OF SAID BLOCK FIVE (5), THE NORTHEASTERLY EXTENSION THEREOF AND THE SOUTH LINE OF BLOCK ONE (1), SHEYENNE PARK THIRD ADDITION TO THE CITY OF WEST FARGO FOR A DISTANCE OF FOUR HUNDRED FIVE (405.00) FEET TO THE SOUTHEAST CORNER OF SAID BLOCK ONE (1);

THENCE S 23°21'12" E FOR A DISTANCE OF NINE HUNDRED NINETY AND EIGHTY EIGHT HUNDREDTHS (990.88) FEET;

THENCE S 02°12'12" E FOR A DISTANCE OF EIGHT HUNDRED SEVENTY NINE AND ELEVEN HUNDREDTHS (879.11) TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION EIGHTEEN (18);

THENCE N 87°45'06" E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) FOR A DISTANCE OF ONE THOUSAND (1000) FEET, MORE OR LESS, TO THE CENTERLINE OF THE SHEYENNE RIVER;

THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SHEYENNE RIVER TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CASS COUNTY HIGHWAY NO. 17;

THENCE S 22°03'09" W ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE FOR A DISTANCE OF TWENTY ONE (21) FEET, MORE OR LESS;

THENCE S 34°56'51" E ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE FOR A DISTANCE OF ONE HUNDRED TWENTY SIX (126.00) FEET;

THENCE S 01°56'51" E ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE FOR A DISTANCE OF TWO HUNDRED THIRTY NINE AND TWO HUNDREDTHS (239.02) FEET;

THENCE SOUTHWESTERLY ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT (R = 1085.92', Δ = 10°33'40") FOR AN ARC DISTANCE OF TWO HUNDRED AND SIXTEEN HUNDREDTHS (200.16) FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF (N 1/2 N 1/2) OF SAID SOUTHEAST QUARTER (SE 1/4);

THENCE S 87°44'26" W ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF (N 1/2 N 1/2) FOR A DISTANCE OF ONE THOUSAND NINE HUNDRED FORTY TWO AND SEVENTY ONE HUNDREDTHS (1,942.71) FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 94;

THENCE N 49°42'17" W ALONG THE EASTERLY RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY NO. 94 FOR A DISTANCE OF TWO THOUSAND THREE HUNDRED FIFTY SEVEN AND FORTY HUNDREDTHS (2,357.40) TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CASS COUNTY DRAIN NO. 21;

THENCE N 10°20'12" W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CASS COUNTY DRAIN NO. 21 FOR A DISTANCE OF FOUR HUNDRED FORTY FIVE AND TWENTY NINE HUNDREDTHS (445.29) FEET TO THE SOUTHWEST CORNER OF BLOCK THREE (3) OF THE REPLAT OF BLOCKS THREE (3) AND FIVE (5) OF SHEYENNE PARK FIRST ADDITION TO THE CITY OF WEST FARGO, THE POINT OF BEGINNING.

SUBJECT TO ALL EASMENTS AND RIGHTS-OF-WAY OF RECORD.  
SAID TRACT CONTAINS 111.1 ACRES, MORE OR LESS.



*Greg Mund*  
GREG MUND  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REG. NO. 2727



STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS 13th DAY OF August, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED GREG MUND, REGISTERED 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.



*J. Michael Sellis*  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA  
MY COMMISSION EXPIRES: Oct. 1, 2006

**DEDICATION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "ELMWOOD COURT ADDITION" TO THE CITY OF WEST FARGO, A PART OF SECTION EIGHTEEN (18), TOWNSHIP ONE HUNDRED THIRTY NINE (139) NORTH, RANGE FORTY NINE (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 GREG MUND, REGISTERED PROFESSIONAL LAND SURVEYOR; THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED PROFESSIONAL LAND SURVEYOR IS CORRECT AND THAT SAID SUBDIVISION SHALL BE KNOWN AS "ELMWOOD COURT ADDITION". WE HEREBY DEDICATE ALL STREETS, AVENUES, AND UTILITY EASEMENTS AND PARK AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

**OWNERS: ELMWOOD ASSOCIATES, LLC**

*Kevin L. Christianson*  
KEVIN L. CHRISTIANSON, PRESIDENT

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS 6th DAY OF September, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KEVIN L. CHRISTIANSON, PRESIDENT OF ELMWOOD ASSOCIATES, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF ELMWOOD ASSOCIATES, LLC.



*Lisa Sankey*  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA  
MY COMMISSION EXPIRES: Sept 29, 2005

**WEST FARGO PLANNING COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS 10th DAY OF June, 2002.

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

*Loren Kersting*  
LOREN KERSTING, CHAIRMAN

ON THIS 23rd DAY OF August, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED LOREN KERSTING, 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.



*Lisa Sankey*  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA  
MY COMMISSION EXPIRES: Sept 29, 2005

**CITY ENGINEER'S APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO WAS APPROVED THE 13 DAY OF August, 2002.

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

*Kevin J. Bucholz*  
KEVIN J. BUCHOLZ, CITY-ENGINEER

ON THIS 13th DAY OF August, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KEVIN J. BUCHOLZ, 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.



*J. Michael Sellis*  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA  
MY COMMISSION EXPIRES: Oct. 1, 2006

**WEST FARGO CITY COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO WAS APPROVED THE 19th DAY OF August, 2002.

*Rich Mattern*  
RICH MATTERN, PRESIDENT OF  
THE WEST FARGO CITY COMMISSION

*Michael D. McLeod*  
MICHAEL D. McLEOD, CITY AUDITOR



STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS 9th DAY OF September, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICH MATTERN, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND MICHAEL D. McLEOD, 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.



*Lisa Sankey*  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA  
MY COMMISSION EXPIRES: Sept 29, 2005

**COUNTY AUDITOR'S TAX RECORD**

I HEREBY CERTIFY THAT ALL DELINQUENT TAXES AND SPECIAL ASSESSMENTS ON THE ABOVE PLAT ARE PAID AND TRANSFERS ENTERED.

*Michael Montplaisir*  
MICHAEL MONTPLAISIR, CASS COUNTY AUDITOR



SHEET 3 OF 3

DOCUMENT NO. 1028414  
STATE OF NORTH DAKOTA \$52.50  
COUNTY OF CASS

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON THIS 20th DAY OF Sept A.D. 2002 AT 3:30 O'CLOCK P.M. AND WAS RECORDED IN BOOK 11 OF Plats PAGE 7.

*Deanna Remrued*  
COUNTY RECORDER

BY *Teresa A. Kirby* DEPUTY

**T1-7**

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # \_\_\_\_\_

\*\*\*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, AICP

2. PHONE NUMBER: 433-5321 DATE: July 16, 2020

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

Sandhills 5th Addition, a Replat and Rezoning from A: Agricultural to LI: Light Industrial.

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

Lots 1-4 and 20-22, Block 8 of Meadow Brook Park Subdivision, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold Second Reading on the Rezoning and Final Plat Approval based on conditions listed in the staff report.

\_\_\_\_\_

## STAFF REPORT

A19-45		REPLAT & REZONE	
Sandhills 5 <sup>th</sup> Addition			
Lots 1-4 and 20-22 Block 8 of the Meadow Brook Park Subdivision, City of West Fargo, North Dakota			
Owner/Applicant: Ryan Restad		Staff Contact: Lisa Sankey	
Planning & Zoning Commission Public Hearing:		11-12-2019 – Tabled; 12-10-2019 – Approved	
City Commission Introduction:		12-16-2019	
Public Hearing & 1 <sup>st</sup> Reading:		01-20-2020	
2 <sup>nd</sup> Reading & Final Plat Approval		07-20-2020	

**PURPOSE:**

Platting and Zoning seven lots into one for Light Industrial Development

**STATEMENTS OF FACT:**

Existing Land Use:	Vacant
Land Use Classification:	G-3 Employment Growth Sector
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	N/A
Proposed Lot size(s) or range:	75,600 square feet
Total area size:	3.12 Acres
Adjacent Zoning Districts:	North & East - LI : Light Industrial South, East & West – A: Agricultural
Adjacent street(s):	4 <sup>th</sup> Ave NW (local), Park Blvd NW (local), Gress Ave NW (local)
Adjacent Bike/Pedestrian Facilities:	Paths along Main Ave W – no sidewalks available
Available Parks/Trail Facilities:	Nearest park is Armour Park located 2.33 miles to the southeast – no public park within ½ mile
Land Dedication Requirements:	Dedication Required

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted applications for a proposed replat and rezoning.
- The rezoning is necessary for construction of light industrial facilities.
- The new lot will meet the current zoning district requirements.
- The proposed replat shows an additional 30 feet of dedicated right-of-way along what is now Park Blvd for alignment with 28<sup>th</sup> Ct NW. Right-of-way needs for commercial/industrial roadways are required to be a minimum of 80 feet. Additional right of way will be required on the other side of what will become 28<sup>th</sup> St NW in the future.
- Gress Avenue to the south of the plat is an existing right of way that has informally been considered for future vacation. Although that is not part of this plat, staff would simply like to note it for the record and in consideration of future area planning.

STAFF REPORT

**NOTICES:**

Sent to: Property owners within 150' and applicable agencies and departments

Comments Received:

- During the public hearing a property owner indicated concern with lines for a community well running through the middle of the property.

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

- The proposed plan is consistent with City plans and Ordinances.

**RECOMMENDATIONS:**

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

1. An updated drainage plan is approved by the City Engineer.
2. An Attorney Title Opinion to the City of West Fargo is received.
3. Signed Final Plat is received with any necessary easements.
4. A signed subdivision agreement is received.
5. A signed public dedication agreement is received.
6. A certificate is received showing taxes are current.

**UPDATE:**

- At the November Planning and Zoning Commission the Planning and Zoning Commission tabled this item after an area property owner expressed concern with a waterline easement for a community well running through the middle of the lots and potential for a building being placed on top of it.
- The updated Attorney Title Opinion should disclose whether there is an easement. The applicant indicated if there was an easement, they may be able to place one of their proposed structures such that it would not encroach on it.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 10, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat and rezoning, subject to the six conditions listed above, with an additional condition that the water service line be located and not interrupted.



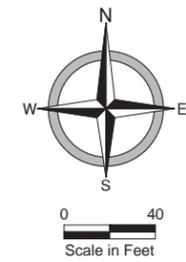
A19-45  
Proposed Subdivision



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

<ul style="list-style-type: none"> <li><span style="color: grey;">□</span> A: Agricultural</li> <li><span style="color: red;">□</span> C: Light Commercial</li> <li><span style="color: brown;">□</span> C-OP: Commercial Office Park</li> <li><span style="color: darkred;">□</span> HC: Heavy Commercial</li> <li><span style="color: purple;">□</span> LI: Light Industrial</li> <li><span style="color: magenta;">□</span> M: Heavy Industrial</li> <li><span style="color: green;">□</span> P: Public</li> <li><span style="color: grey;">□</span> PUD: Planned Unit Development</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: blue;">□</span> R-1: One and Two Family</li> <li><span style="color: yellow;">□</span> R-1A: Single Family</li> <li><span style="color: orange;">□</span> R-1B: Special Single Family</li> <li><span style="color: green;">□</span> R-1E: Rural Estate</li> <li><span style="color: lightblue;">□</span> R-1S: Special One and Two Family</li> <li><span style="color: darkblue;">□</span> R-1SM: Mixed One and Two Family</li> <li><span style="color: grey;">□</span> R-2: Limited Multiple Dwelling</li> <li><span style="color: brown;">□</span> R-3: Multiple Dwelling</li> <li><span style="color: orange;">□</span> R-4: Mobile Home</li> <li><span style="color: darkorange;">□</span> R-5: Manufactured Home</li> <li><span style="color: lightgreen;">□</span> R-L1A: Large Lot Single Family</li> <li><span style="color: darkgreen;">□</span> R-R: Rural Residential</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: orange;">□</span> R-4: Mobile Home</li> <li><span style="color: darkorange;">□</span> R-5: Manufactured Home</li> <li><span style="color: lightgreen;">□</span> R-L1A: Large Lot Single Family</li> <li><span style="color: darkgreen;">□</span> R-R: Rural Residential</li> </ul>
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PLAT OF  
**SANDHILLS FIFTH ADDITION**  
 TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4 AND  
 LOTS 20 THROUGH 22, ALL IN BLOCK 8, MEADOW BROOK PARK SUBDIVISION  
 TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



**LEGEND**

- IRON MONUMENT FOUND
- SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571
- (340.00') RECORD PLAT DISTANCE

**BASIS OF BEARINGS:**  
 THE NORTH LINE OF BLOCK 8,  
 MEADOW BROOK PARK  
 SUBDIVISION HAS AN ASSUMED  
 BEARING OF N87°17'38"E.

**EASEMENTS OF RECORD**

1. CASS COUNTY ELECTRIC COOPERATIVE, INC., BK. V-4 OF MISCELLANEOUS, PAGE 396
2. CASS COUNTY ELECTRIC COOPERATIVE, INC., BK. V-4 OF MISCELLANEOUS, PAGE 398

PLAT OF  
**SANDHILLS FIFTH ADDITION**  
 TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4 AND  
 LOTS 20 THROUGH 22, ALL IN BLOCK 8, MEADOW BROOK PARK SUBDIVISION  
 TO THE CITY OF WEST FARGO, 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 "SANDHILLS FIFTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4 AND LOTS 20 THROUGH 22, ALL IN BLOCK 8, MEADOW BROOK PARK SUBDIVISION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID 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:

LOTS 1 THROUGH 4 INCLUSIVE AND LOTS 20 THROUGH 22 INCLUSIVE, ALL IN BLOCK 8, MEADOW BROOK PARK SUBDIVISION 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 1.93 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS 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 \_\_\_\_\_, 2020, 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 "SANDHILLS FIFTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4 AND LOTS 20 THROUGH 22, ALL IN BLOCK 8, MEADOW BROOK PARK SUBDIVISION 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 PARK BOULEVARD AND ALL UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER:

RYAN RESTAD

STATE OF NORTH DAKOTA)  
 COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED RYAN RESTAD, 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

MORTGAGEE: BELL BANK

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

STATE OF NORTH DAKOTA)  
 COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE NAME OF BELL BANK.

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 \_\_\_\_\_, 2020.

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA)  
 COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020, 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

**CITY ENGINEER'S APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.



DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)  
 COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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 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 \_\_\_\_\_, 2020.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)  
 COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, 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

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # \_\_\_\_\_

\*\*\*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, AICP

2. PHONE NUMBER: 433-5320 DATE: July 16, 2020

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

Conditional Use Permit for increased signage in a P: Public Facilities District.

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

Located at 501 26<sup>th</sup> Avenue East (Lot 2, Block 7 of South Pond at the Preserve 1<sup>st</sup> Addition), City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval of the Conditional Use Permit subject to the condition listed in the staff report.

STAFF REPORT

A20-19		CONDITIONAL USE PERMIT	
501 26 <sup>th</sup> Avenue E			
Lot 2, Block 7 of South Pond at the Preserve 1 <sup>st</sup> Addition, City of West Fargo, North Dakota			
Applicant: Indigo Signworks Owner: West Park District		Staff Contact: Malachi Petersen	
Planning & Zoning Commission Public Hearing:		07-14-2020 – Approved	
City Commission:		07-20-2020	

**PURPOSE:**

Allow for increase in signage as provided for as a conditional use in 4-460.9.3.c of City Ordinances.

**STATEMENTS OF FACT:**

Land Use Classification:	G-2: Sub-Urban Growth Sector
Existing Land Use:	Park Recreational Center
Current Zoning District(s):	P: Public Facilities
Zoning Overlay District(s):	NA
Total area size:	10 Acres
Adjacent Zoning Districts:	North: Commercial Office Park; South & East: Single Family Dwelling District; West: Public Facilities
Adjacent street(s):	26 <sup>th</sup> Avenue East (Collector); 7 <sup>th</sup> Street East (Local)
Adjacent Bike/Pedestrian Facilities:	Multiuse Paths and sidewalks along roadways
Available Parks/Trail Facilities:	Not applicable

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application for a conditional use permit for additional wall signage.
- Sign square footage maximum for identification signs in the P: Public Facilities district is limited to 96 ft<sup>2</sup>.
- The applicant proposes installing 88 ft<sup>2</sup> of lighted channel letters along the north and west elevation of the building. There is an existing 85 square foot freestanding sign.
- For facilities occupying an area of five acres or more, an identification sign of not larger than 96 square feet or two signs not to exceed 48 square feet may be permitted unless a conditional use permit is considered for additional signage.
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

**CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:**

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
  - No concerns noted.

STAFF REPORT

2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
  - No concerns noted.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
  - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
  - No concerns noted.
5. Screening and buffering with reference to type, dimensions, and character.
  - No concerns noted.
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
  - The proposed sign is illuminated. It is placed on a building that is setback approximately 177' from the north property line adjacent to a collector roadway and 124' from the west property line adjacent to Freedom Elementary School.
7. Required yards and other open space.
  - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
  - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
  - No concerns noted. Similar size signs in similar situations have been approved in the past with conditions.

**NOTICES:**

Sent to: Property owners within 350' and applicable departments and agencies.

Comments Received: None to date.

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

- The sign is accessory to the surrounding buildings and appears to be appropriately sized for the area. Public comments should be weighed when considering the application.

**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application on the basis that with conditions that it could be considered consistent with City plans and ordinances with recommended conditions of approval as follows:

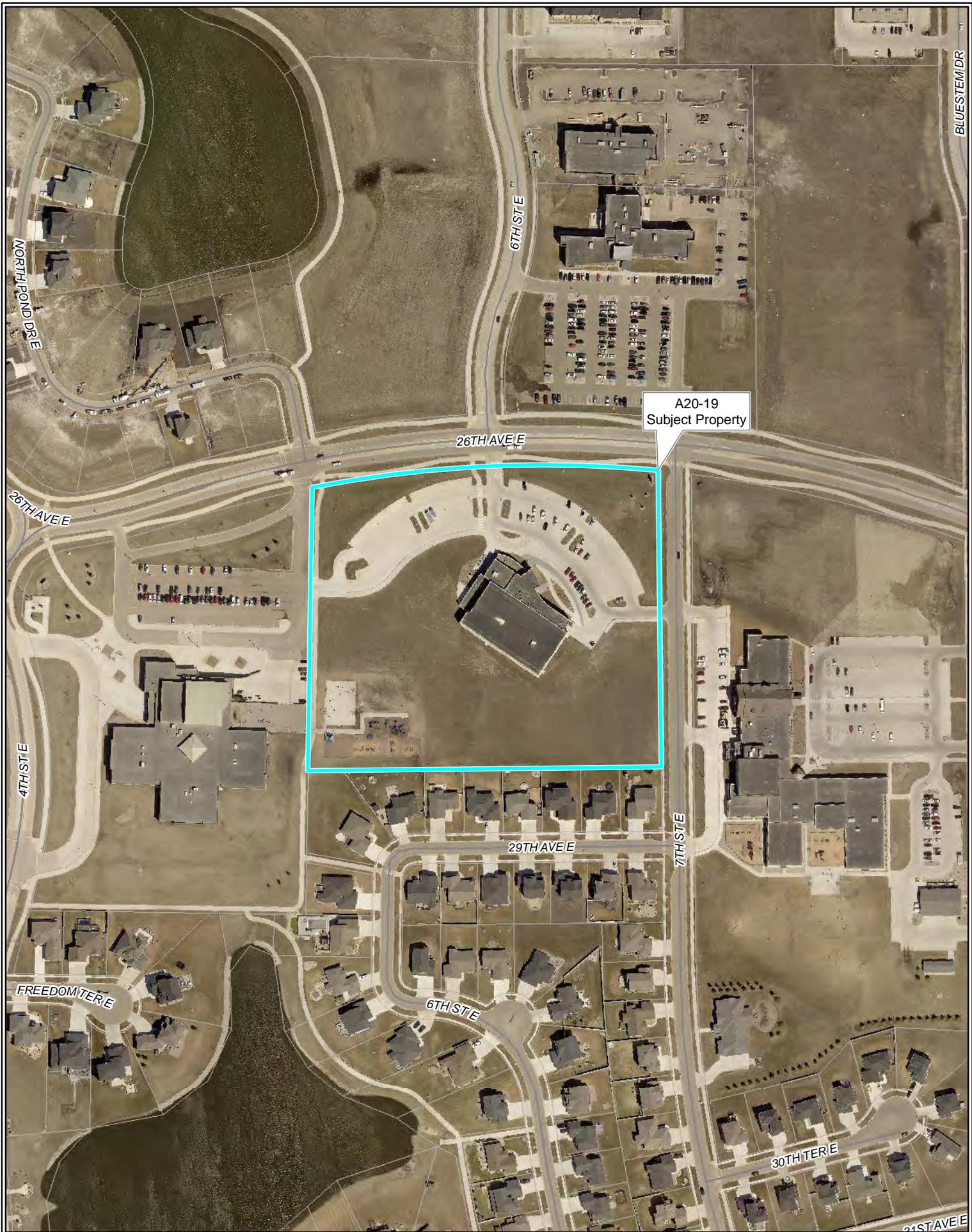
1. Consideration be given to any public comments that may be received.
2. A Signed Conditional Use Permit Agreement is received.

**PLANNING AND ZONING RECOMMENDATION:**

At their July 14, 2020, 2020 meeting, the Planning and Zoning Commission recommended approval of

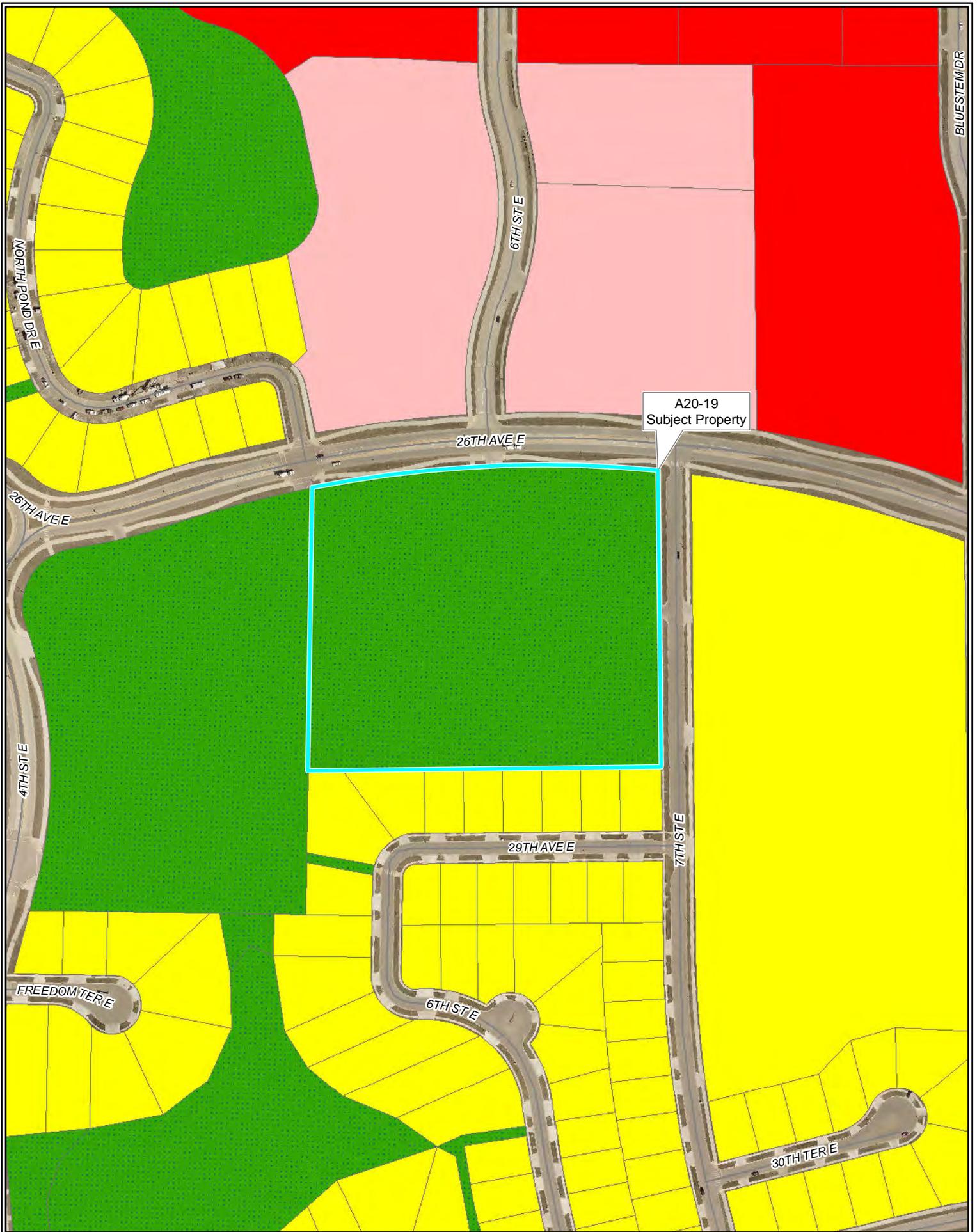
STAFF REPORT

the Conditional Use Permit, subject to the two conditions listed above, as well as the providing the following findings of fact that the signage is stationary, not facing residential housing and does not exceed the sign size allowed within the C: Light Commercial District.



A20-19  
Subject Property





A20-19  
Subject Property

Rustad Recreation Center

West Fargo, ND  
Quote # 66455-C-1

Date: 4/27/2020  
Revised Date: 5/5, 5/11, 5/20, 5/21, 6/2

Sales Representative:  
Jill Gustofson

Drawn by: BDK

Page Scale: 1/4" = 1'-0"  
Page Size: 11x17



**Channel Letters**

Mounting Type: Raceway  
Lighting Direction: Face-Lit  
Face: Color / White Acrylic  
3M translucent film overlay Print  
PMS 369  
PMS 541  
PMS 357

Backs: .063" Aluminum  
Copy and Cabinet / Trim Cap: Black  
Returns: Black

Logo / Trim Cap: White  
Returns: White

Raceway Color: MP03122 Sequoia  
Size: 8" tall & 6" deep / .063" Aluminum



Rustad Recreation Center

West Fargo, ND  
Quote # 66620-1

Date: 5/5/2020  
Revised Date: 5/11, 5/22, 6/3

Sales Representative:  
Jill Gustofson

Drawn by: BDK

Page Scale: 3/8" = 1'-0"  
Page Size: 11x17

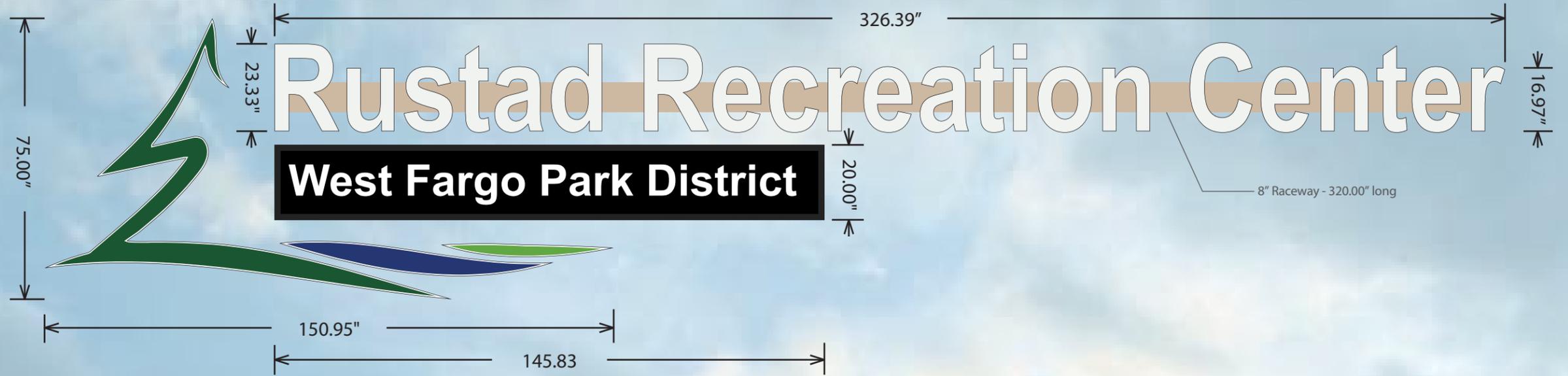


**Channel Letters**

Mounting Type: Raceway  
Lighting Direction: Face-Lit  
Face: Color / White Acrylic  
3M translucent film overlay Print  
PMS 369  
PMS 541  
PMS 357  
Backs: .063" Aluminum  
Copy and Cabinet / Trim Cap: Black  
Returns: Black

Logo / Trim Cap: White  
Returns: White

Raceway Color: MP04850  
Size: 8" tall & 6" deep / .063" Aluminum



Total Sq. Ft. = 86.00



Note: Survey needed for height above windows

# *Conditional Use Permit*

State of North Dakota,  
County of Cass,  
City of West Fargo

WHEREAS, **West Fargo Park District** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located at 501 26<sup>th</sup> Avenue East, West Fargo, ND 58078, legally described as (hereinafter referred to as the “**Property**”):

**Lot 2, Block 7 of South Pond at the Preserve 1<sup>st</sup> Addition, City of West Fargo, North Dakota**

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

**Allow for increase in signage as provided for as a conditional use in 4-460.9.3.c of City Ordinances.**

on the above-described Property with the following conditions:

1. That the signs be constructed and installed at no greater size than as provided in the plans approved to the West Fargo Planning & Zoning Commission at their July 14, 2020 meeting and the West Fargo City Commission at their July 20, 2020 meeting.
2. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo.
5. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
6. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall remove the sign from the property by the date stated by the City Commission at the hearing. Applicant shall pay as reasonable attorney’s fees and court costs associated with the City’s enforcement of the terms of this

Conditional Use Permit.

- 7. This Conditional Use permit will not be in effect until such time as:
  - a) it is executed and recorded with Cass County; and
  - b) the City of West Fargo is provided with recording information.
- 8. The obligations herein shall run with the Property and shall bind the Applicant and the Owner and their successors and assigns.
- 9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 10. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPLICANT:** \_\_\_\_\_

STATE OF NORTH DAKOTA    )  
   )  
 COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

\_\_\_\_\_  
Notary Public

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WEST FARGO BOARD OF CITY  
COMMISSIONERS:**

\_\_\_\_\_  
Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

\_\_\_\_\_  
Notary Public

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WEST FARGO PLANNING & COMMUNITY  
DEVELOPMENT DEPARTMENT:**

\_\_\_\_\_  
Tim Solberg, AICP, Director of Planning and  
Zoning

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Tim Solberg, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

\_\_\_\_\_  
Notary Public

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # \_\_\_\_\_

\*\*\*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, AICP

2. PHONE NUMBER: 433-5320 DATE: July 15, 2020

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

Conditional Use Permit for increased residential area identification signage and to allow for an illuminated sign which faces a residential district.

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

Located at 1215 19<sup>th</sup> Avenue East (Lot 2, Block 1 of Burlington Addition), City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval of the Conditional Use Permit subject to the condition listed in the staff report.

STAFF REPORT

A20-20		CONDITIONAL USE PERMIT	
1215 19 <sup>th</sup> Avenue East			
Lot 2, Block 1 of Burlington Addition			
Owner/Applicant: Townhomes at Charleswood		Staff Contact: Lisa Sankey	
Planning & Zoning Commission Introduction:		07-14-2020	
Public Hearing:		07-14-2020 – Approved	
City Commission:		07-20-2020	

**PURPOSE:**

Increase Residential Area Identification signage as provided for as a conditional use in 4-460.9.1.d of City Ordinances and allow for an illuminated sign which faces a residential district as provided for as a conditional use in 4-460.7.14 of City Ordinances.

**STATEMENTS OF FACT:**

Land Use Classification:	G-2: Sub-Urban Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	PUD: Planned Unit Development (Residential/Multi Family)
Zoning Overlay District(s):	n/a
Total area size:	1.05 Acres
Adjacent Zoning Districts:	East, West & South – PUD: Planned Unit Development North – R-1: One & Two Family Dwellings
Adjacent street(s):	19 <sup>th</sup> Avenue East (Collector); Broadway Way (Private Drive); Hampton Way (Private Drive)
Adjacent Bike/Pedestrian Facilities:	Park within ½ mile accessible by sidewalks
Available Parks/Trail Facilities:	Adjacent sidewalks and path along 19 <sup>th</sup> Avenue East

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application for a Conditional Use Permit for increased Residential Area Identification for the development, which will be illuminated and facing a residential area, as well as a simulated photograph of the proposed monument sign placement on the lot.
- Except as provided for as a conditional use, residential identification signage is permitted only one sign for each exclusive entrance to the development which may not exceed 32 ft<sup>2</sup> and a maximum height of 8 feet for freestanding signs.
- Currently the applicant has a few 32 ft<sup>2</sup> signs at various entrances to building lots, which the owner feels are of inadequate size for identifying the Townhomes of Charleswood development.
- The applicant proposes one 85.5 ft<sup>2</sup> sign.
- The monument structure will be six feet high and 44 feet in length with landscaping. The applicant indicated it will have a lighted LED strip under the top edge casting down to the letters.
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

STAFF REPORT

**CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:**

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
  - No concerns noted.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
  - No concerns noted
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
  - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
  - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
  - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
  - The LED lighting will be directed down toward the letters and should not cause adverse effects such as glare or traffic safety problems. The sign structure will be placed 22' from the north (front) property line.
7. Required yards and other open space.
  - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
  - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
  - No concerns noted.

**NOTICES:**

Sent to: Property owners within 350' and applicable departments and agencies.

Comments Received:

- None to date.

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

- The sign is accessory to the surrounding buildings and appears to be appropriately sized for the area.

**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application on the basis that with conditions that it could be considered consistent with City plans and ordinances with recommended conditions of approval as follows:

STAFF REPORT

1. Consideration be given to any public comments that may be received.
2. A Signed Conditional Use Permit Agreement which outlines these details is received.

**PLANNING AND ZONING RECOMMENDATION:**

At their July 14, 2020, 2020 meeting, the Planning and Zoning Commission recommended approval of the Conditional Use Permit, subject to the two conditions listed above.



A20-20  
Subject Property



City of  
**WEST FARGO**

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> A: Agricultural</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> C: Light Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> C-OP: Commercial Office Park</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; 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; border: 1px solid black; background-color: white; margin-right: 5px;"></span> LI: Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> M: Heavy Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> P: Public</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-1: One and Two Family</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-1A: Single Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-1E: Rural Estate</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-1S: Special One and Two Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-1SM: Mixed One and Two Family</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-2: Limited Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-3: Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-4: Mobile Home</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-5: Manufactured Home</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-L1A: Large Lot Single Family</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> R-R: Rural Residential</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> PUD: Planned Unit Development</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> DMU: Downtown Mixed Use</li> </ul>
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19th Ave E

19th Ave E

19th Ave E

19th Ave E

12th St E

19th Ave E

Hampton Way

Hampton Way

Hampton Way

Hampt

Broadway Way

Broadway Way

Broadway Way

Broadway Way

Broadway Way

Google



CHARLES WOOD TOWNHOMES

1962-2018

1962-2018



19th Ave

# *Conditional Use Permit*

State of North Dakota,  
County of Cass,  
City of West Fargo

WHEREAS, **Townhomes at Charleswood LLP** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located at 1215 19<sup>th</sup> Avenue East, West Fargo, ND 58078, legally described as (hereinafter referred to as the “**Property**”):

**Lot 2, Block 1 of Burlington Addition, City of West Fargo, North Dakota**

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

**Increase Residential Area Identification signage as provided for as a conditional use in 4-460.9.1.d of City Ordinances and allow for an 85.5 ft<sup>2</sup> illuminated monument sign which faces a residential district as provided for as a conditional use in 4-460.7.14 of City Ordinances.**

on the above-described Property with the following conditions:

1. That the signs be constructed and installed at no greater size than as provided in the plans approved to the West Fargo Planning & Zoning Commission at their July 14, 2020 meeting and the West Fargo City Commission at their July 20, 2020 meeting.
2. That the sign setback to the property line adjacent to 19<sup>th</sup> Ave E not be decreased. If building renovations require that the sign setback be decreased an amendment to the conditional use permit will be required.
3. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo.
5. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
6. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the



Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WEST FARGO BOARD OF CITY  
COMMISSIONERS:**

\_\_\_\_\_  
Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

\_\_\_\_\_  
Notary Public

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WEST FARGO PLANNING & COMMUNITY  
DEVELOPMENT DEPARTMENT:**

\_\_\_\_\_  
Tim Solberg, AICP, Director of Planning and  
Zoning

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Tim Solberg, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

\_\_\_\_\_  
Notary Public



## City Commission Agenda Item Request

Regular Agenda 20

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: \***

Melissa Richard

**Phone Number: \***

7014335314

**Email Address:**

melissa.richard@westfagond.gov

**Date \***

7/16/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Discuss hiring West Fargo Events to coordinate large, City of West Fargo community events - including West Fargo Street Fair, Cruise Nights, West Fest, and Taste of West Fargo

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

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

Approve hiring West Fargo Events to coordinate large, City of West Fargo community events.

**Upload Additional Documentation (Optional):**