

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – August 17, 2020 **(Pages 3-6)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Bills **(Pages 7-18)**
- b. Approve leave policy updates for the employee handbook **(Pages 19-24)**
- c. Games of Chance for the NDSU Ducks Unlimited. Games to be conducted: Bingo and Raffle on 9-22-2020 at the Speedway Event Center at 680 Main Ave West. **(Page 25)**
- d. Games of Chance for the American Legion Department of ND. Games to be conducted: Raffle on 1-25-2021 at The American Legion Department of ND Headquarters at 405 West Main Ave, Suite 4A. **(Page 26)**
- e. Games of Chance for the Interested Parents of Packatahnas. Games to be conducted: Calendar Raffle on 10-1-2020 through 11-30-2020 at Chris Ranum's at 1462 7th St E. **(Page 27)**
- f. Games of Chance for the West Fargo Sheyenne High School Mustang Booster Club. Games to be conducted: Raffle on 9-8-2020 through 6-1-2021 at the West Fargo Sheyenne High School at 800 40th Ave E. **(Page 28)**
- g. Approve Plans and Specifications; AND Authorize Bid Advertisement for construction of Sewer, Water, Storm, and Street Improvement District No. 1332. **(Pages 29-31)**
- h. Appointment of Nicole Steen-Dutton to the Economic Development Advisory Committee **(Page 32)**
- i. Approval of public liquor consumption for 2020 WEST FEST

Regular Agenda

- 1. Swearing in of the City of West Fargo Police Chief, Denis Otterness – **Bernie Dardis, Commission President**
- 2. 5:30pm PUBLIC HEARING and First Reading: Rezoning of Lots 11-12, 19-20 & 22-31, Block 1; Lots 2-22, Block 2 and all of Block 3 of Burlington Addition and all of Burlington 4th Addition, City of West Fargo, North Dakota from Planned Unit Development to R-1A Single Family Dwelling and R-1 One and Two Family Dwelling Districts – **Tim Solberg, Planning and Zoning Director (Pages 34-38)**
- 3. Westview 4th Addition – PUD Amendment and Final Plat Approval. – **Tim Solberg, Planning and Zoning Director (Pages 39-50)**
- 4. Public Hearing for 2021 Budget after 6:00 pm on Tuesday, September 8, 2020 – **Jim Larson, Finance Director and Tina Fisk, City Administrator (Pages 51-91)**
- 5. Approve the creation of Sewer, Water, Storm and Street Improvement District No. 1334; Approve the Engineer's Report; Approve the Plans and Specs; Authorize Bid Advertisement – **Doug Geeslin (Pages 92-97)**



6. Request for purchase of land, located at 1201 10th Ave E – **Dan Fuller, Fire Chief (Pages 98-99)**
7. Approve Water Service Cooperation Agreement for The Wilds 20th Addition – **John Shockley, City Attorney (Pages 100-148)**
8. Approve the creation of new Snow Emergency Routes – **Matt Andvik, Public Works Director (Pages 149-152)**
9. Authorize Contract for Project No. 2259 – Concrete Pavement – **Dustin Scott, City Engineer (Pages 153-157)**
10. Award Contract for “Sewer, Water, Storm and Street Improvement District No. 1331” to Dakota Underground – **Dustin Scott, City Engineer (Pages 158-173)**
11. Approve Task Order No. 34-1 for consulting services relating to *Improvement District No. 1332 – Westview 4th Addition* – **Dustin Scott, City Engineer (Pages 174-196)**
12. Explain Plan to use 2020 professional development funds for IDI assessments – **Tina Fisk, City Administrator (Pages 197-201)**
13. Construction Report – **Dustin Scott, City Engineer**
14. City Administrator's Report – **Tina Fisk, City Administrator**
15. Closed Executive session pursuant to N.D.C.C. § 44-04-19.1(9) to provide negotiating direction to the City Attorney regarding a potential settlement offer in the case of City of WF vs. Engebretson, et al, 09-2018-CV-02943.
16. Correspondence
17. Non-Agenda Items
18. Adjourn

Please turn OFF your phone before entering the Commission Chambers.



West Fargo City Commission Meeting
Monday, August 17, 2020
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, August 17, 2020, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Mark, Simmons, Brad Olson, and Mandy George. President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commission President Dardis made note that there were a few changes to the agenda. Item number six had been pulled from the agenda as they were unable to attend. There was also no Public Hearing regarding the Nordick Group Inc as that was withdrawn from the agenda. Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Order of Agenda as presented. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner George seconded to approve the minutes of August 3, 2020 as presented. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated August 14, 2020 and Building Permits #501-542. Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Building Permits as presented. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the following items from the Consent Agenda with the amendment that on page 18 it should say September 8th instead of August 8th :

- a. Bills
- b. Appoint Mike Thorstad to the Planning Commission to fulfill the term of Jana Reinke which will expire April 2021
- c. Rezoning from PUD: Planned Unit Development to R-1A: Single Family Dwelling District and R-1: One & Two Family Dwellings. Schedule a public hearing on the Rezoning at 5:30 pm on Tuesday, September 8, 2020.
- d. Resolution Creating Sewer and Water Project No. 1327 and Resolution Directing Engineer to Prepare Report.
- e. Resolution Creating Sewer Improvement Project No. 1316 and Resolution Directing Engineer to Prepare Report.
- f. Amended Resolution Directing Assessments to be Levied - District No. 1305
- g. Amended Resolution Directing Assessments to be Levied - District No. 2243
- h. Approve Plans and Specifications; AND Authorize Bid Advertisement for construction of *Project No. 1316*.
- i. Resolution Authorizing Sale Of Lot – Portion of Lot 3, Block 1, Koppang Addition
- j. Quarterly Pledge of Assets as of June 30, 2020
- k. Approval to purchase through asset forfeiture account for holsters



- I. Games of Chance for the Veterans Dakota Southeast Chapter of Pheasants Forever. Games to be conducted: Raffle the first Tuesday of each month from 1/5/2021 to 12/7/2021 at Speedway located at 680 Main Ave West, West Fargo.
- m. Games of Chance for the Veterans Warrior Foundation Inc. Games to be conducted: Raffle on 10-25-2020 at the Holy Cross Catholic Church located at 2711 7th St East, West Fargo.

No opposition. Motion carried.

Tim Solberg, Planning and Zoning Director for the City of West Fargo appeared before the Commission to hold the Second Reading on the Zoning Ordinance Amendment to Sections 4-434 DMU: Downtown Mixed Use and 4-435 EMU: Entertainment Mixed Use District. No changes were made from the first reading. Commissioner Simmons motioned and Commissioner Olson seconded to approve the second reading. No opposition. Motion carried.

Tim Solberg, Planning and Zoning Director for the City of West Fargo, appeared before the Commission to discuss the approval of a Conditional Use Permit Allowing for a Home Occupation (Hair Salon) With Customers Coming to the Site at 911 Mulberry Ln. Following discussion, Commissioner Gjerdevig motioned and Commissioner George seconded to approve. No opposition. Motion carried.

Tim Solberg, Planning and Zoning Director for the City of West Fargo, appeared before the Commission to discuss the approval of Conditional Permit Allowing for Accessory Building Greater than 1,000 ft² in a Residential District located at 4709 3rd Street East. At their August 11, 2020 meeting, the Planning and Zoning Commission denied the conditional use permit based on public comments. Commissioner Simmons moved and Commissioner Gjerdevig seconded to have the Conditional Use Permit returned to Planning and Zoning Commission for their review with the amended criteria. No opposition. Motion carried.

Tim Solberg, Planning and Zoning Director for the City of West Fargo, appeared before the Commission to discuss the consideration of Text Amendment to A District standards to include within the conditionally permitted uses of 4-421.3 for the "Seasonal sale of retail goods" and consider a conditional use permit for construction of a warehouse and seasonal sale of retail goods. Brad Schmitz an owner of Black Powder Fireworks came forward to speak on the item. Neil Thompson the property owner at A20-25 came forth to speak on the item. Kevin Brennan an owner of Black Powder Fireworks also came forward to speak on the item. Commissioner George moved and Commissioner Gjerdevig seconded to have A20-24 be the site that the City Commission would consider. No opposition. Motion carried.



Doug Geeslin of Nordick Group Inc. appeared before the Commission to ask for approval of a petition for improvement of 9th Ave NE between 5th St NE and 7th St NE. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to direct the staff to evaluate the assessment boundary. No opposition. Motion carried.

Agenda item six regarding the discussion about the Loberg/Hokoum area being developed was pulled from the agenda.

Dan Fuller, Fire Chief appeared before the Commission to hold Second Reading on Ordinance No. 1153 – Modification of Fire Code and Organization and Regulations of Fire Department. There were no changes between the first and second reading. Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the second reading. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission to hold the Second Reading on Ordinance No. 1162 – Mobility Impaired Parking. There were no changes in between the first and second reading. Commissioner Olson motioned and Commissioner Gjerdevig seconded to approve the second reading. No opposition. Motion carried.

Melissa Richard, Communications Director appeared before the Commission to review the recommendation for Intercultural Development Inventory assessment of employees and formation of a community inclusion working group to develop a community inclusion plan. Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the \$3,200 expenditure for the Inclusion Working Group Coordinator. No opposition. Motion carried.

Tina Fisk, City Administrator opened up the discussion on the West Fargo Airport Levy. Robbie Grande, West Fargo Airport Manager and Matt Retka, West Fargo Airport Secretary and David Gust of Harwood, ND came forward to discuss the item. Discussion was had and there was no action required.

Dustin Scott, City Engineer reported to the Commission that the gates had to be shut. Discussion was had and there was no action required.

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

- a. Change in the Code Red System effective September 1st and will be replaced with Cass Clay Alerts. Residents should sign up for alerts.
- b. Review Committee will meet on the 2nd and 4th Tuesday of the month. Preview Committee will meet on the 1st and 3rd Tuesday of the month.
- c. HR is keeping up with the staff for the needs and accommodations for staff with the school start.
- d. Economic Development Committee will meet the first Tuesday of the month at 3:30 PM



West Fargo City Commission Meeting
Monday, August 17, 2020
Commission Chambers 5:30 PM

There was one correspondence from the Minnesota State University in regards to the Arts Partnership.

There were one non-agenda item from Bernie Dardis, Commission President to remind and encourage everyone to complete the 2020 Census.

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

Bernie Dardis, Commission President

Tina Fisk, City Administrator

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87983	S	3549 DISCOVERY BENEFITS	3436.10	08/14/20			
87984	S	1024 JOE BIRRENKOTT	1631.44	08/14/20		CL 92240	3436.10
87985	S	3464 BALLARD SPAHR LLP	35000.00	08/18/20		CL 92308	1631.44
87986	S	297 MOODY'S INVESTORS SERVICE, INC	27000.00	08/18/20		CL 92350	35000.00
87987	S	353 OHNSTAD TWICHELL	40000.00	08/18/20		CL 92351	27000.00
87988	S	389 STARION BOND SERVICE	900.00	08/18/20		CL 92349	40000.00
87989	S	489 3-D SPECIALITIES	2915.40	08/18/20		CL 92353	900.00
87990	S	289 ACME TOOLS	306.54	08/18/20		CL 92112	2915.40
87991	S	999999 ADESA FARGO	50.00	08/18/20		CL 92142 CL 92271	141.65 164.89
87992	S	2399 ADVANCED AUTO BODY & GLASS	250.00	08/18/20		CL 92256	50.00
87993	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	10525.25	08/18/20		CL 92285	250.00
87994	S	779 AGASSIZ SEED COMPANY	188.56	08/18/20		CL 92080 CL 92081	10223.75 301.50
87995	S	887 AIRBORNE CUSTOM SPRAYING, INC	9477.50	08/18/20		CL 92170	188.56
87996	S	999999 ALERUS	50.00	08/18/20		CL 92079	9477.50
87997	S	3551 ALL SEASON'S LAWCARE	375.00	08/18/20		CL 92333	50.00
87998	S	3274 ALL-TERRAIN GROUNDS MAINTENANCE	657.50	08/18/20		CL 92071	375.00
87999	S	3490 AMAZON CAPITAL SERVICES	606.60	08/18/20		CL 92187	657.50
88000	S	2742 AMBASSADOR INC	1120.00	08/18/20		CL 92057 CL 92068 CL 92145	151.80 55.00 399.80
88001	S	865 AMERICAN ENTERPRISES, INC.	6472.35	08/18/20		CL 92083	1120.00
88002	S	3709 AMERICAN TEST CENTER	2032.50	08/18/20		CL 92104	6472.35
88003	S	317 AMERICAN WELDING & GAS, INC.	185.47	08/18/20		CL 92316	2032.50
88004	S	1139 APWA MEMBERSHIP RENEWAL	700.00	08/18/20		CL 92110	185.47
						CL 92091	700.00

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88005	S	3511 ASPEN MILLS	161.99	08/18/20			
88006	S	2914 AUSTIN BAGLEY	34.22	08/18/20		CL 92216	161.99
88007	S	999999 BAILEY'S RECONDITIONING	150.00	08/18/20		CL 92237	34.22
88008	S	1695 BAKER & TAYLOR	190.48	08/18/20		CL 92260	150.00
88009	S	33 BANK OF N D	768061.93	08/18/20		CL 92190	190.48
88010	S	43 BATTERIESPLUS c/o Bat 34 Inc	1041.30	08/18/20		CL 92169	768061.93
88011	S	2641 BATTERY SYSTEMS	42.30	08/18/20		CL 92113	41.80
88012	S	999999 BAYER CROP SCIENCE	250.00	08/18/20		CL 92275	999.50
88013	S	999999 BELL BANK	250.00	08/18/20		CL 92119	42.30
88014	S	999999 BERNIE BUELOW	300.00	08/18/20		CL 92272	250.00
88015	S	999999 BERNIE'S WINE & LIQUORS	250.00	08/18/20		CL 92263	250.00
88016	S	999999 BEST WESTERN KELLY INN & SUITES	50.00	08/18/20		CL 92177	300.00
88017	S	1127 BIERSCHBACH EQUIPMENT & SUPPLY	255.00	08/18/20		CL 92289	250.00
88018	S	999999 BLUE HOUSE	100.00	08/18/20		CL 92258	50.00
88019	S	1403 BLUE TARP FINANCIAL, INC	499.97	08/18/20		CL 92107	255.00
88020	S	999999 BOY SCOUTS TROOP 279	60.00	08/18/20		CL 92301	100.00
88021	S	652 BRENCO CORPORATION	318.50	08/18/20		CL 92133	499.97
88022	S	953 BROCK WHITE COMPANY	197.43	08/18/20		CL 92339	60.00
88023	S	16 BROKERAGE PRINTING	522.92	08/18/20		CL 92321	318.50
88024	S	351 BUSINESS ESSENTIALS	1145.10	08/18/20		CL 92090	197.43
						CL 92072	52.90
						CL 92229	157.50
						CL 92248	296.52
						CL 92307	16.00
						CL 92052	22.98
						CL 92064	151.58
						CL 92065	47.96
						CL 92093	36.64
						CL 92094	186.76
						CL 92227	432.69
						CL 92232	189.41
						CL 92292	41.08
						CL 92347	36.00

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88025	S	39 BUTLER MACHINERY	15320.30	08/18/20	_____	CL 92184 CL 92283	14929.56 390.74
88026	S	999999 C LIZZY'S	100.00	08/18/20	_____	CL 92303	100.00
88027	S	117 CARTEGRAPH SYSTEMS INC.	495.00	08/18/20	_____	CL 92147	495.00
88028	S	51 CASS COUNTY ELECTRIC COOP	46774.67	08/18/20	_____	CL 92127 CL 92204 CL 92220 CL 92335 CL 92345	246.50 300.00 1388.75 1238.42 43601.00
88029	S	61 CASS COUNTY FINANCE	7480.00	08/18/20	_____	CL 92228	7480.00
88030	S	1777 CENTURY LINK	288.56	08/18/20	_____	CL 92095 CL 92348	224.54 64.02
88031	S	3550 CHOICE FINANCIAL	150.00	08/18/20	_____	CL 92261	150.00
88032	S	928 CHRISTIANSON'S BUSINESS FURNITURE	62.00	08/18/20	_____	CL 92067	62.00
88033	S	111 CITY OF FARGO	49423.02	08/18/20	_____	CL 92074 CL 92103 CL 92139 CL 92195	45593.02 1416.00 588.00 1826.00
88034	S	2880 CITY OF FARGO	519874.55	08/18/20	_____	CL 92245 CL 92336 CL 92337	16.80 425681.75 94176.00
88035	S	3167 City of West Fargo	444.25	08/18/20	_____	CL 92212	444.25
88036	S	999999 CITY OF WEST FARGO	73.00	08/18/20	_____	CL 92209	73.00
88037	S	3021 CIVICPLUS	11368.37	08/18/20	_____	CL 92066	11368.37
88038	S	1904 CODE 4 SERVICES, INC	1849.46	08/18/20	_____	CL 92233 CL 92323	93.50 1755.96
88039	S	999999 CONE ZONE	200.00	08/18/20	_____	CL 92300	200.00
88040	S	229 CONSOLIDATED COMMUNICATIONS	1693.39	08/18/20	_____	CL 92126	1693.39
88041	S	3245 CORE & MAIN	7069.72	08/18/20	_____	CL 92135 CL 92197	886.40 6183.32

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88042	S	2341 COSTCO WHOLESALE	236.13	08/18/20			
88043	S	3500 CUMMINS SALES AND SERVICE	1524.45	08/18/20		CL 92239	236.13
88044	S	65 CURT'S LOCK & KEY	248.56	08/18/20		CL 92330	1524.45
88045	S	182 DAKOTA AG COOPERATIVE - DIV OF CHS INC	2082.50	08/18/20		CL 92108	248.56
88046	S	999999 DAKOTA CAT MOTORSPORTS	250.00	08/18/20		CL 92193	2082.50
88047	S	1675 DAKOTA FLUID POWER, INC	212.65	08/18/20		CL 92266	250.00
88048	S	999999 DAKOTA PLAINS REALTY	250.00	08/18/20		CL 92148	212.65
88049	S	87 DAKOTA TIRE	35.20	08/18/20		CL 92294	250.00
88050	S	90 DAKOTA UNDERGROUND	1088162.17	08/18/20		CL 92218	35.20
						CL 92160	178901.50
						CL 92161	315822.16
						CL 92162	593438.51
88051	S	856 DAVE'S WEST FARGO TIRE	492.62	08/18/20		CL 92230	242.62
						CL 92264	250.00
88052	S	3525 DELL SPRECHER	129.06	08/18/20		CL 92215	129.06
88053	S	2948 DELTA 54 AVIATION LLC	3730.91	08/18/20		CL 92130	3730.91
88054	S	999999 DIANE JOHNSON	300.00	08/18/20		CL 92180	300.00
88055	S	807 DISCOVERY BENEFITS, INC.	589.75	08/18/20		CL 92180	300.00
88056	S	2225 DTN, LLC	392.00	08/18/20		CL 92087	589.75
88057	S	3707 EAGLE ENGRAVING INC	774.00	08/18/20		CL 92343	392.00
88058	S	2100 EAGLE RUN CROSSING LLC	58.16	08/18/20		CL 92315	774.00
88059	S	3695 EDUARDO MARTIN	53.74	08/18/20		CL 92270	58.16
88060	S	1502 EIDE BAILLY	325.00	08/18/20		CL 92188	53.74
88061	S	999999 EPIC COMPANIES	250.00	08/18/20		CL 92223	325.00
88062	S	2862 ESSENTIA HEALTH	1399.00	08/18/20		CL 92262	250.00
88063	S	818 EXHAUST PROS	70.00	08/18/20		CL 92225	1399.00
						CL 92226	70.00

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88064	S	1851 F/S MANUFACTURING INC	37.39	08/18/20			
						CL 92277	37.39
88065	S	3344 FACTORY MOTOR PARTS	289.98	08/18/20			
						CL 92088	289.98
88066	S	650 FARGO CASS PUBLIC HEALTH	203.99	08/18/20			
						CL 92213	203.99
88067	S	151 FEDERAL EXPRESS	66.20	08/18/20			
						CL 92243	66.20
88068	S	329 FERGUSON WATERWORKS #2516	694.83	08/18/20			
						CL 92105	694.83
88069	S	3161 FIRST INTERNATIONAL BANK & TRUST #1	785.52	08/18/20			
						CL 92342	785.52
88070	S	3568 FIRST INTERNATIONAL FIRE DEPT 2	496.77	08/18/20			
						CL 92331	496.77
88071	S	3347 FIRST INTERNATIONAL INSURANCE	50.00	08/18/20			
						CL 92202	50.00
88072	S	2268 FLAGSHOOTER, LLC	4103.15	08/18/20			
						CL 92092	4103.15
88073	S	145 FM EXHAUST & BRAKE CO	225.87	08/18/20			
						CL 92118	225.87
88074	S	104 FORUM COMMUNICATIONS	463.14	08/18/20			
						CL 92070	312.08
						CL 92084	151.06
88075	S	3710 FUN CAPITAL WELDING AND FABRICATION	189.23	08/18/20			
						CL 92327	189.23
88076	S	155 GALLS, LLC	1767.16	08/18/20			
						CL 92255	1767.16
88077	S	999999 GATEWAY CHEVROLET DEALERS	250.00	08/18/20			
						CL 92290	250.00
88078	S	2558 GOODYEAR COMMERCIAL TIRE	1843.20	08/18/20			
						CL 92098	1128.75
						CL 92280	714.45
88079	S	556 GRAINGER, INC.	4202.99	08/18/20			
						CL 92117	3998.86
						CL 92211	204.13
88080	S	3534 GRAND FORKS FIRE EQUIPMENT LLC	23.32	08/18/20			
						CL 92325	23.32
88081	S	939 GRAYBAR	620.33	08/18/20			
						CL 92137	620.33
88082	S	3206 GREAT OUTCOMES CONSULTING LLC	3570.00	08/18/20			
						CL 92060	3570.00
88083	S	2877 GREATAMERICA FINANCIAL SERVICES	704.51	08/18/20			
						CL 92344	704.51
88084	S	1601 GTL MANAGEMENT LLC, SPITFIRE BAR & GRILL	522.00	08/18/20			
						CL 92242	522.00
88085	S	999999 HARCHIE FIGUERRES	300.00	08/18/20			
						CL 92176	300.00

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88086	S	135 HAWKINS WTR TREATMENT	6290.00	08/18/20			
88087	S	3557 HESI	87.00	08/18/20		CL 92189	6290.00
88088	S	999999 HEX CLOTHING COMPANY	200.00	08/18/20		CL 92311	87.00
88089	S	3593 HOLIDAY COMPANIES	155.00	08/18/20		CL 92302	200.00
88090	S	358 HUBERT OYE-SONS CONST.	6287.96	08/18/20		CL 92231	155.00
88091	S	3704 I-29 AUTOMOTIVE SERVICE & TOWING	132.00	08/18/20		CL 92111	6287.96
88092	S	3087 IBM CORPORATION	295.00	08/18/20		CL 92221	132.00
88093	S	687 INFORMATION TECHNOLOGY DEPT	669.45	08/18/20		CL 92069	295.00
88094	S	999999 JADE + JASPER	100.00	08/18/20		CL 92236	669.45
88095	S	999999 JK PROPERTY PARTNERS	250.00	08/18/20		CL 92304	100.00
88096	S	999999 JOHN MERCER	190.00	08/18/20		CL 92286	250.00
88097	S	999999 JOHNSON BROTHERS OF ND	250.00	08/18/20		CL 92181	190.00
88098	S	2122 KEY CONTRACTING	53171.50	08/18/20		CL 92297	250.00
88099	S	999999 KLJ	250.00	08/18/20		CL 92165	53171.50
88100	S	2735 KLJ ENGINEERING LLC	37168.35	08/18/20		CL 92268	250.00
						CL 92168	1045.00
						CL 92182	18114.35
						CL 92183	18009.00
88101	S	2085 LANGUAGE LINE SERVICES	115.32	08/18/20		CL 92235	115.32
88102	S	260 LAR'S BODY SHOP	402.44	08/18/20		CL 92224	402.44
88103	S	277 LARSONS WELDING/MACHINE	521.85	08/18/20		CL 92131	521.85
88104	S	3418 LOFFLER	250.00	08/18/20		CL 92055	250.00
88105	S	711 LUTHER FAMILY FORD	374.27	08/18/20		CL 92146	374.27
88106	S	3304 MAC'S - FARGO	26.04	08/18/20		CL 92099	26.04
88107	S	3536 MACQUEEN EMERGENCY	10.68	08/18/20		CL 92322	10.68
88108	S	999999 MARK HONZAY	300.00	08/18/20		CL 92179	300.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
88109	S	3119 MATT RETKA	50.00	08/18/20			
88110	S	999999 MAXWELLS RESTAURANT & BAR	50.00	08/18/20		CL 92128	50.00
88111	S	3449 MBN ENGINEERING, INC	490.00	08/18/20		CL 92259	50.00
88112	S	3014 MELISSA RICHARD	190.00	08/18/20		CL 92203	490.00
88113	S	3257 MELTWATER NEWS US INC	5500.00	08/18/20		CL 92205	190.00
88114	S	299 MENARDS	521.21	08/18/20		CL 92063	5500.00
						CL 92149	394.25
						CL 92241	119.97
						CL 92313	6.99
88115	S	102 MIDSTATES WIRELESS	417.46	08/18/20		CL 92326	417.46
88116	S	1854 MIDWEST TAPE	141.15	08/18/20		CL 92062	141.15
88117	S	772 MINNKOTA	75.00	08/18/20		CL 92246	75.00
88118	S	2121 MOEN PORTABLE TOILETS	2782.50	08/18/20		CL 92054	1490.00
						CL 92171	1292.50
88119	S	305 MOORE ENGINEERING	2686.20	08/18/20		CL 92278	250.00
						CL 92354	2436.20
88120	S	3085 MRA-THE MANAGEMENT ASSOCIATION, INC	393.75	08/18/20		CL 92210	393.75
88121	S	298 MVTL LABORATORIES	232.00	08/18/20		CL 92134	232.00
88122	S	695 NASRO	200.00	08/18/20		CL 92309	200.00
88123	S	335 ND DEPT OF TRANSPORTATION	103892.86	08/18/20		CL 92085	55012.13
						CL 92086	48880.73
88124	S	334 ND STATE RADIO COMM.	180.00	08/18/20		CL 92319	180.00
88125	S	1039 NDSWRA	175.00	08/18/20		CL 92192	175.00
88126	S	364 NELSON INTERNATIONAL	482.56	08/18/20		CL 92288	482.56
88127	S	271 NETCENTER TECHNOLOGIES	8659.49	08/18/20		CL 92166	5159.42
						CL 92185	300.00
						CL 92199	3200.07
88128	S	2523 NEXUS INNOVATIONS, INC	2662.50	08/18/20		CL 92201	2662.50

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
88129	S	141 NORTH STAR SAFETY, INC	92.85	08/18/20			
						CL 92318	92.85
88130	S	328 NORTHERN ENGINE & SUPPL	519.07	08/18/20			
						CL 92143	519.07
88131	S	348 NORTHERN IMPROVEMENT CO	137424.20	08/18/20			
						CL 92163	96355.70
						CL 92244	41068.50
88132	S	1715 NORTHWEST TIRE INC	1214.09	08/18/20			
						CL 92109	1214.09
88133	S	999999 NOTHING BUNDT CAKES	100.00	08/18/20			
						CL 92305	100.00
88134	S	322 NOVA FIRE PROTECTION	156.00	08/18/20			
						CL 92291	156.00
88135	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1088.68	08/18/20			
						CL 92122	722.09
						CL 92151	366.59
88136	S	3416 OCLC, INC.	191.51	08/18/20			
						CL 92136	191.51
88137	S	3705 OLE & LENA'S	187.82	08/18/20			
						CL 92234	187.82
88138	S	999999 OLR TRANSPORTATION	250.00	08/18/20			
						CL 92298	250.00
88139	S	631 ONE CALL CONCEPT	1090.80	08/18/20			
						CL 92116	1090.80
88140	S	276 OSTROMS ACE HARDWARE	443.60	08/18/20			
						CL 92141	422.06
						CL 92253	21.54
88141	S	999999 PAYROLL EXPRESS INC	250.00	08/18/20			
						CL 92282	250.00
88142	S	563 PETRO SERVE USA	27911.79	08/18/20			
						CL 92073	32.70
						CL 92150	898.87
						CL 92154	26221.05
						CL 92329	759.17
88143	S	999999 PETRO SERVE USA	500.00	08/18/20			
						CL 92287	500.00
88144	S	411 POWER PLAN OIB	1489.50	08/18/20			
						CL 92100	1489.50
88145	S	3391 PPI CONSULTING	475.00	08/18/20			
						CL 92334	475.00
88146	S	916 PRAIRIE SUPPLY INC	1447.53	08/18/20			
						CL 92106	22.53
						CL 92196	1425.00
88147	S	999999 PRECISION FENCE	250.00	08/18/20			
						CL 92274	250.00
88148	S	2551 PRECISION PLUMBING DIV	250.00	08/18/20			
						CL 92296	250.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
88149	S	999999 PREMIUM AUTOMOTIVE SERVICE CENTER	250.00	08/18/20			
88150	S	3276 PREMIUM WATERS INC	68.75	08/18/20		CL 92269	250.00
88151	S	1755 PRO SWEEP INC	675.00	08/18/20		CL 92191	68.75
88152	S	1295 PRO-WEST & ASSOCIATES, INC	222.59	08/18/20		CL 92273	675.00
88153	S	1166 PRODUCTIVITY PLUS ACCOUNT	78.84	08/18/20		CL 92076	222.59
88154	S	1253 PROTECTION SYSTEMS, INC	755.00	08/18/20		CL 92293	78.84
88155	S	1472 RAILROAD MANAGEMENT CO III, LLC	258.95	08/18/20		CL 92222	755.00
88156	S	3204 RECORD KEEPERS	24.50	08/18/20		CL 92058	258.95
88157	S	3522 RJ'S TESORO	936.74	08/18/20		CL 92061	24.50
88158	S	999999 RM AUTO SALES & SERVICE	250.00	08/18/20		CL 92317	936.74
88159	S	663 ROAD EQUIPMENT PARTS CENTER	75.15	08/18/20		CL 92281	250.00
88160	S	999999 ROB DIRK	75.00	08/18/20		CL 92172	75.15
88161	S	999999 SAA SALVAGE & RECYCLING INC	50.00	08/18/20		CL 92328	75.00
88162	S	3353 SAM'S CLUB MC/SYNCEB	485.71	08/18/20		CL 92257	50.00
88163	S	800 SANDERS	756.25	08/18/20		CL 92153	367.63
88164	S	437 SANDY'S DONUTS & COFFEE SHOP	56.85	08/18/20		CL 92238	118.08
88165	S	454 SANITATION PRODUCTS	803.30	08/18/20		CL 92115	756.25
88166	S	999999 SHERYL SMITH	300.00	08/18/20		CL 92219	18.95
88167	S	3150 SKYHAWK TELEMATICS	1246.50	08/18/20		CL 92251	37.90
88168	S	3528 SNACKS PLUS VENDING	123.00	08/18/20		CL 92101	803.30
88169	S	465 SPARTAN STORES LLC	11.96	08/18/20		CL 92175	300.00
88170	C S	3516 STEIN'S INC	0.00	08/18/20		CL 92175	1246.50
88171	* S	38 STRATA CORPORATION	1995.66	08/18/20		CL 92341	123.00
						CL 92214	11.96
						CL 92312	
						CL 92194	1995.66

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
88172	S	999999 STURDEVANTS AUTO PARTS & REFININSHING	250.00	08/18/20			
						CL 92284	250.00
88173	S	3436 SUPERIOR ELECTRIC	15334.03	08/18/20			
						CL 92164	15334.03
88174	S	634 SWEENEY CONTROLS COMPANY	500.40	08/18/20			
						CL 92144	500.40
88175	S	999999 TASTY KETTLE CORN	100.00	08/18/20			
						CL 92299	100.00
88176	S	890 TCC MATERIALS	1797.80	08/18/20			
						CL 92097	1636.80
						CL 92279	161.00
88177	S	999999 TERESSIA CRANDALL MUTCH	190.00	08/18/20			
						CL 92178	190.00
88178	S	1156 TESSMAN	4050.00	08/18/20			
						CL 92102	3150.00
						CL 92186	900.00
88179	S	3043 THE FORUM	273.00	08/18/20			
						CL 92252	273.00
88180	S	3658 TLC CLEANING LLC	2900.00	08/18/20			
						CL 92140	2900.00
88181	S	999999 TOP DOG	320.00	08/18/20			
						CL 92340	320.00
88182	S	3692 TURF TAMERS	6250.00	08/18/20			
						CL 92096	6250.00
88183	S	784 UNITED POWER EQUIPMENT	13.49	08/18/20			
						CL 92217	13.49
88184	S	3668 VERIZON WIRELESS	9767.70	08/18/20			
						CL 92247	251.42
						CL 92320	9516.28
88185	S	2437 VISA ASSESSING	214.76	08/18/20			
						CL 92156	214.76
88186	S	3706 VISA COMMUNICATIONS	1134.03	08/18/20			
						CL 92306	1134.03
88187	S	3693 VISA ENGINEERING	182.74	08/18/20			
						CL 92159	182.74
88188	S	2436 VISA FINANCE	1215.63	08/18/20			
						CL 92338	1215.63
88189	S	2439 VISA IT	631.45	08/18/20			
						CL 92155	631.45
88190	S	2435 VISA POLICE #1	695.20	08/18/20			
						CL 92208	695.20
88191	S	3234 VISA POLICE #3	71.84	08/18/20			
						CL 92207	71.84
88192	S	3244 VISA POLICE #4	360.26	08/18/20			
						CL 92206	360.26
88193	S	2423 VISA PW	353.20	08/18/20			
						CL 92174	353.20

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
88194	S	1346 VISTO'S TRAILER SALES	357.90	08/18/20	_____	CL 92132 CL 92265	107.90 250.00
88195	S	999999 WANZEK CONSTRUCTION	250.00	08/18/20	_____	CL 92276	250.00
88196	S	2740 WASTE MANAGEMENT OF WI-MN	81772.72	08/18/20	_____	CL 92198	81772.72
88197	S	3554 WENCK ASSOCIATES INC	51629.74	08/18/20	_____	CL 92082	51629.74
88198	S	2184 WEST SIDE STEEL	416.88	08/18/20	_____	CL 92089 CL 92138 CL 92173	83.63 173.57 159.68
88199	S	569 WF ANIMAL HOSPITAL	1655.85	08/18/20	_____	CL 92254	1655.85
88200	S	338 XCEL ENERGY	20279.31	08/18/20	_____	CL 92053 CL 92120 CL 92121 CL 92152 CL 92324 CL 92355	44.39 6300.57 530.40 61.20 972.26 12370.49
88201	S	3552 BLUE CROSS BLUE SHIELD	181947.20	08/18/20	_____	CL 92356	181947.20
88204	S	999999 NICK SCHUMACHER	250.00	08/24/20	_____	CL 92380	250.00
88206	S	3720 BRUCE REDINGTON	1000.00	08/25/20	_____	CL 92445	1000.00
88207	S	3719 CARYN OLSON	500.00	08/25/20	_____	CL 92444	500.00
88208	S	3715 HERDING CATS, LLC	750.00	08/25/20	_____	CL 92439	750.00
88209	S	3716 JAMES HIEB	500.00	08/25/20	_____	CL 92440	500.00
88210	S	3712 JERAD BLAZEK	500.00	08/25/20	_____	CL 92435	500.00
88211	S	3723 JESSICA RHEAULT	500.00	08/25/20	_____	CL 92446	500.00
88212	S	3717 KURT LEPIRD	750.00	08/25/20	_____	CL 92442	750.00
88213	S	3718 OLSON FAMILY PROPERTIES LLC	1250.00	08/25/20	_____	CL 92443	1250.00
88214	S	3725 RANDALL SCHULZ	500.00	08/25/20	_____	CL 92449	500.00
88215	S	3714 RODNEY HAINS	500.00	08/25/20	_____	CL 92438	500.00
88216	S	3724 SANDON PROPERTIES LLP	750.00	08/25/20	_____	CL 92448	750.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
88217	S	3726 SHEPHERD VALLEY EVANGELICAL LUTHERAN CHU	750.00	08/25/20			
88218	S	3713 STEPHEN BOSSERT	750.00	08/25/20		CL 92452	750.00
88219	S	3727 WESTGO INC	500.00	08/25/20		CL 92436	750.00
88220	S	3728 WESTSIDE SALON & SPA LLC	500.00	08/25/20		CL 92456	500.00
88221	S	3729 SUNDHANS PROPERTIES INC	26250.00	08/25/20		CL 92457	500.00
88225	S	3731 ERIC SORENSON	121.93	08/28/20		CL 92458	26250.00
88226	S	3732 ND CPA SOCIETY	145.00	08/28/20		CL 92515	121.93
88228	S	3547 AXA EQUITABLE UNIT ANNUITY COLLECTIONS	1267.26	08/28/20		CL 92516	145.00
88229	S	3552 BLUE CROSS BLUE SHIELD	179602.35	08/28/20		CL 92516	1267.26
88230	S	3540 COLONIAL INSURANCE BCN #E8967887	2452.58	08/28/20		CL 92555	179602.35
88231	S	3549 DISCOVERY BENEFITS	4244.43	08/28/20		CL 92556	2452.58
88232	S	3542 MAINSTAY FUNDS	1526.66	08/28/20		CL 92564	4244.43
88233	S	3630 MATRIX TRUST COMPANY	2239.00	08/28/20		CL 92566	1526.66
88234	S	3546 NATIONWIDE INVESTMENT ADVISORS LLC	4983.48	08/28/20		CL 92558	2239.00
88235	S	3541 ND FRATERNAL ORDER OF POLICE	1475.00	08/28/20		CL 92562	4983.48
88236	S	3543 NEW YORK LIFE INSURANCE & ANNUITY CORP	7892.04	08/28/20		CL 92560	1475.00
88237	S	3548 PERSHING	600.00	08/28/20		CL 92561	7892.04
88238	S	1464 RED RIVER VALLEY FOP LODGE #1	649.00	08/28/20		CL 92554	600.00
88239	S	1562 UNITED WAY OF CASS-CLAY	136.00	08/28/20		CL 92565	649.00
88240	S	3544 VICKI PETERS TEAMSTERS LOCAL NO 120	50.00	08/28/20		CL 92563	136.00
						CL 92557	50.00
						CL 92559	
Total for Claim Checks			3754313.71				
Count for Claim Checks			251				

* denotes missing check number(s)

of Checks: 251 Total: 3754313.71



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Jenna Wilm

Phone Number: *

701-433-5335

Email Address:

jenna.wilm@westfargond.gov

Date *

9/1/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Approve leave policy updates for employee handbook

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Approve leave policy updates for employee handbook

Upload Additional Documentation (Optional):

Leave Policy Updates 8.20.20.docx

25.51KB

Holidays

The following days shall be considered and observed as paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Police Patrol Division

The listed holidays will be recognized on the actual day of the holiday.

Full time, regular employees who are not regularly scheduled on the holiday and do not work the holiday will receive vacation accruals equivalent to one regular day's pay, added to their vacation bank.

Full time, regular employees who are regularly scheduled for the holiday but do not work the holiday will receive vacation accruals equivalent to one regular day's pay, added to their vacation bank. The employee will be required to use vacation, sick, personal or compensatory time for the time missed on the holiday.

Full time, regular employees who work on the holiday will receive regular pay for all hours worked on the holiday. Employees will also receive vacation accruals equivalent to one and one half (1 ½) times for each hour worked, up to one regular day's pay, added to their vacation bank.

Fire 24/7 Staffing Divisions

The listed holidays will be recognized on the actual day of the holiday.

Holidays will be paid as follows:

Full time, regular employees who are not regularly scheduled on the holiday and do not work the holiday will have the choice to:

1. Receive vacation accruals equivalent to one regular day's pay (maximum of 12 hours) added to their vacation bank, or
2. Receive a holiday credit of one regular day's pay (maximum of 12 hours).

Full time, regular employees who are regularly scheduled for the holiday but do not work the holiday will receive vacation accruals equivalent to one regular day's pay (maximum of 12

hours), added to their vacation bank. The employee will be required to use vacation, sick, personal or compensatory time for the time missed on the holiday.

Full time, regular employees who work on the holiday will have the choice to:

1. Receive regular pay for all hours worked on the holiday, and receive vacation accruals equivalent to one and one half (1 ½) times for each hour worked (maximum of 24 hours), or
2. Receive a rate of one and one-half (1 ½) times the normal hourly wage for hours actually worked.

All Other Departments

Whenever one of the above listed holidays should fall on a Saturday, the preceding Friday shall be observed as the official holiday.

Whenever any of the holidays listed above should fall on a Sunday, the succeeding Monday shall be observed as the official holiday.

Holidays will be paid as follows:

Full time, regular employees shall receive a holiday credit of one regular day's pay for each of the above listed holidays on which no work is performed.

When any non-exempt employee works on any one of the above-listed holidays, the employee will be paid at the rate of one and one-half (1 ½) times his/her normal hourly wage for hours actually worked, in addition to the holiday credit.

Vacation Leave

Full time, regular employees are eligible for vacation leave. The following vacation accruals are based on 26 pay periods.

Fire 24/7 Staffing Division

<u>Years of Service</u>	<u>Pay Period Accrual</u>
Time of hire – year 4	3.38 hours
Beginning of year 5 – year 9	4.42 hours
Beginning of year 10 – year 14	5.98 hours
Beginning of year 15 – year 19	6.76 hours
Beginning of year 20 and longer	7.80 hours

All Other Departments

<u>Years of Service</u>	<u>Pay Period Accrual</u>
Time of hire – year 4	3.25 hours
Beginning of year 5 – year 9	4.25 hours
Beginning of year 10 – year 14	5.75 hours
Beginning of year 15 – year 19	6.50 hours
Beginning of year 20 and longer	7.50 hours

All employees must receive advance approval from the department head or designated supervisor to use vacation leave. Vacation leave may be used in quarter hour (0.25) increments.

Employees may accrue a maximum of 240 vacation hours (336 hours for Fire 24/7 Staffing Division), which may be carried over into the following calendar year. Commission approval is required to carry over more than the maximum amount into the new calendar year.

Upon termination, an employee will be paid for accrued, but unused, vacation.

Compensatory Time

In lieu of overtime pay, a nonexempt employee may elect to receive compensatory time off. Compensatory time is equal to one and one half (1 ½) times the number of hours over the overtime threshold.

An employee must choose overtime pay or compensatory time during the pay period in which it is earned.

No employee shall carry more than eighty (80) hours of accumulated compensatory time at any time during the calendar year (100 hours for Police Patrol Division, 96 hours for Fire 24/7 Staffing Division) unless approved by the City Administrator. Once the compensatory time maximum accrual has been reached, employees required to work any hours which would result in overtime or compensatory time shall be paid overtime at the employee's overtime rate.

An employee's use of compensatory time off shall be coordinated and scheduled with the department and shall not interfere with the operational needs of the department.

Exempt employees are not eligible for compensatory time off. It is recognized that the positions of these employees often require them to work beyond the regular scheduled hours of duty, and some flexibility may be granted them in adjusting their work schedules to meet varying workloads.

Upon termination, an employee will be paid for unused compensatory time.

Sick Leave

Full time, regular employees are eligible for sick leave. Sick leave accruals are based on 26 pay periods.

Full-time employees accrue paid sick leave to be used when absence from work is necessary due to illness or injury. Sick leave may be used for injury or illness in the employee's immediate family. The term "immediate family" for sick leave purposes shall be limited to any FMLA-qualifying family member, or other individuals who reside with the employee for the purpose of the employee providing care to the individual. Sick time may be granted in special circumstances for other individuals, upon approval of the department head.

Sick leave will accrue for each employee at the rate of three and three fourths (3.75) hours per pay period of full time service. Beginning the fifth year of continuous service, sick leave will accrue at the rate of five and three fourth (5.75) hours per pay period of full time service. Sick time may be used in quarter hour (0.25) increments.

Any employee who takes more than three (3) consecutive days off on sick leave may be eligible for FMLA and must complete an FMLA request with Human Resources.

Employees may accrue a maximum of nine-hundred sixty (960) hours of sick leave which may be carried over into the following calendar year.

Employees hired before Jan. 1, 2017 will receive an annual sick leave payout of 50% of any hours over 960, unless no annual payout was previously selected. Upon separation of employment, employees with 10 or more years of continuous service shall be paid for 50% of accumulated sick leave, not to exceed 480 hours, at the time of separation, unless a full sick leave balance payout option, up to 960 hours, was previously selected.



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):	
The American Legion Department Of Nd	01/25/2021 to 01/25/2021		701-293-3120	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number		
Ronald Matthews	Adjutant	(701) 293-3120		
Business Address	City	State	Zip Code	
405 West Main Ave Suite 4a	West Fargo	ND		
Mailing Address (if different)	City	State	Zip Code	
Po Box 5057	West Fargo	ND		
Name of Site Where Game(s) will be Conducted	Site Address			
The American Legion Department of ND Headquarters	405 West Main Ave, Suite 4a			
City	State	Zip Code	County	
West Fargo	ND		Cass	
Check the Game(s) to be Conducted. *Poker, Twenty-one, and Paddlewheels may be conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle-Sweep	1st	\$2,000.00	Raffle-Sweep	10th	\$100.00
Raffle-Sweep	2nd	\$1,000.00			
Raffle-Sweep	3rd	\$200.00			
Raffle-Sweep	4th	\$200.00			
Raffle-Sweep	5th	\$100.00			
Raffle-Sweep	6th	\$100.00			
Raffle-Sweep	7th	\$100.00			
Raffle-Sweep	8th	\$100.00			
Raffle-Sweep	9th	\$100.00			
(Limit \$12,000 per year)					
Total:					\$ 4,000.00

Intended uses of gaming proceeds: Support the 4 pillars of the American Legion, assisting veterans and other Legion programs.

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 4,000.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
<i>Ronald Matthews</i>	8-12-20	Adjutant	(701) 293-3120

*\$45.00
9-2-20
CK# 348999*



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

AUG 2 / 2020

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

Applying for (check one)
 Local Permit Restricted Event Permit*

Games to be Conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to Interested Parents of Packatahnas ("IPOP")	Dates of Activity Oct. 1 - Nov. 30, 2020	If raffle, provide drawing date November 1 - 30, 2020	
Organization or Group Contact Person Chris Ranum	Title or Position Committee Member	Telephone Number (701) 306-2699	
Business Address	City	State	ZIP Code
Mailing Address (if different) 1462 7th St. E.	City West Fargo	State ND	ZIP Code 58078
Site Name (where gaming will be conducted) <i>Chris Ranum</i>			
Site Address <i>1462 7th St. E</i>	City West Fargo	ZIP Code 58078	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	\$2,000.00
<input type="button" value="Add Row"/>	<input type="button" value="Delete Row"/>	
Total (limit \$40,000 per year)		\$2,000.00

Intended Uses of Gaming Proceeds
West Fargo High School Dance Team

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name Chris Ranum	Title Committee Member	Telephone Number (701) 306-2699	E-mail Address chris@ltpenterprises.net
Signature of Organization or Group's Top Official <i>Chris Ranum</i>		Title Committee Member	Date 8/25/20

*CC #10.00
8-27-20*



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

Applying for (check one)
 Local Permit Restricted Event Permit*

Games to be Conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*
Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to West Fargo Sheyenne High School Mustang Booster Club		Dates of Activity 9-8 8/24 /2020 - 6/1/2021		If raffle, provide drawing date Multiple drawings at games	
Organization or Group Contact Person Wade Frank		Title or Position President		Telephone Number 218-790-2849	
Business Address PO Box 511		City West Fargo		State ND	ZIP Code 58078
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) West Fargo Sheyenne High School					
Site Address 800 40th Avenue East		City West Fargo		ZIP Code 58078	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	

Add Row	Delete Row	Total (limit \$40,000 per year)	Up to \$20,000
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Intended Uses of Gaming Proceeds
 Income to the 501c3 organization to support Sheyenne High School student organizations and activities.

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: _____ (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name Wade Frank	Title President	Telephone Number 218-790-2849	E-mail Address wfmustangboosters@gmail.com
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Signature of Organization or Group's Top Official <i>Wade Frank</i>	Title President	Date 8/24/2020
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*FF-10 cc cash
for \$26-20*



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

Engineering Department
 800 4th Ave E
 West Fargo, ND 58078
 701-433-5330
www.westfargond.gov

GENDA ITEM REQUEST
 BOARD OF CITY COMMISSIONERS
 WEST FARGO, NORTH DAKOTA

OFFICE USE: AGENDA ITEM # _____
--

** "Consent" or "Regular" Agenda Item? **[Consent]** **

CONTACT(s): Dustin T. Scott, City Engineer
MEETING DATE: September 9, 2020
SUBJECT: Improvement Dist. No. 1332

Attached reference documents:

- Project design sheet titled "General Layout" representing the Plans and Specifications for construction (full set available at Engineering Dept)
- Draft Bid Advertisement

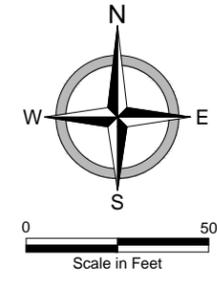
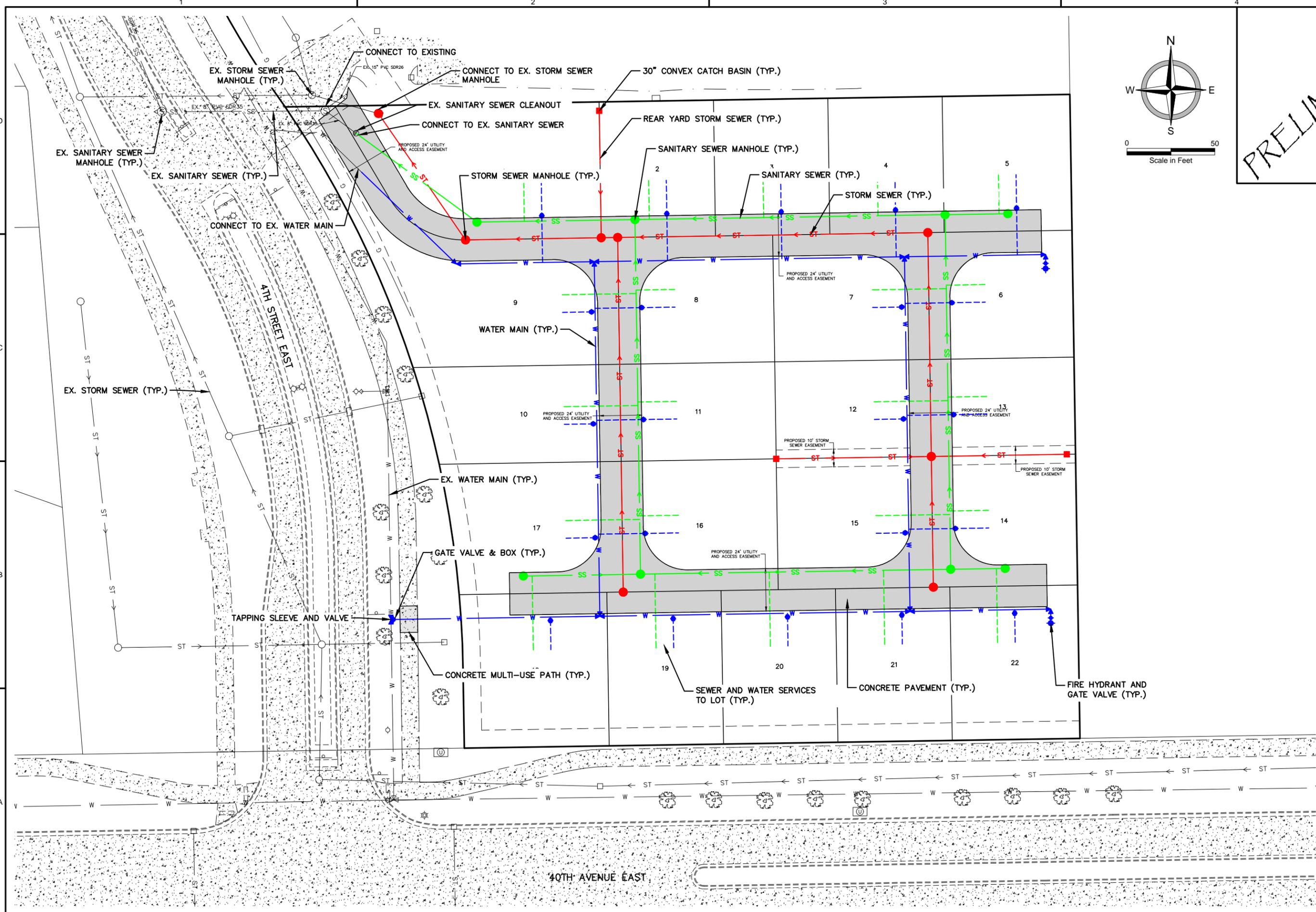
LOCATION: Westview 4th Addition

ACTION REQUEST: Approve Plans and Specifications; *AND* Authorize Bid Advertisement for construction of *Sewer, Water, Storm, and Street Improvement District No. 1332.*

ADDITIONAL INFORMATION:

- Prior Commission Actions:
 - July 6, 2020 – Accepted developer’s Petition
 - July 20, 2020 – Create Improvement District
 - July 20, 2020 – Approve Engineer’s Report (*Total Project Cost of \$1,300,000*)

FILE LOCATION: R:\Civil 3D\Drawings\DESIGN\21326A-PP.dwg



PRELIMINARY



GENERAL LAYOUT
 SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1332
 WESTVIEW 4TH ADDITION IMPROVEMENTS
 WEST FARGO, NORTH DAKOTA
 GENERAL LAYOUT

DATE:	07.27.20
REVISED:	---
RECORD:	---
PROJECT No.	21326A
MANAGER:	---
DESIGNER:	---
DRAFTER:	---
REVIEWER:	---

CITY OF WEST FARGO
WEST FARGO, NORTH DAKOTA
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1332
WESTVIEW 4TH ADDITION IMPROVEMENTS

ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until October 1, 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 by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of constructing sanitary sewer mains and services, water mains and services, storm sewer, concrete streets, multi-use path patch, and other miscellaneous installations.

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 by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$40.00 by locating eBidDoc™ Number 7241133 on the website. Please contact QuestCDN.com at 952-233-1632 or 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: September 16, 2020



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Lauren Orchard

Phone Number: *

701-373-5666

Email Address:

Date *

9/3/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Nicole Steen-Dutton is a co-owner of Thunder Coffee and would be replacing Maren Gemar as the retail representative on the EDAC

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Appointment of Nicole Steen-Dutton to the Economic Development Advisory Committee

Upload Additional Documentation (Optional):

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: September 1, 2020

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

Rezoning from PUD: Planned Unit Development to R-1A: Single Family Dwelling District and R-1: One & Two Family Dwellings.

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

Lots 11-12, 19-20 & 22-31, Block 1; Lots 2-22, Block 2 and all of Block 3 of Burlington Addition And all of Burlington 4th Addition, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold First Reading and Public Hearing on the Rezoning at 5:30 pm on Tuesday, September 8, 2020.

STAFF REPORT

A20-26		REZONING	
Lots 11-12, 19-20, and 22-31, Block 1, Lots 2-22, Block 2 and all of Block 3 of Burlington Addition be rezoned from PUD: Planned Unit Development to R-1A: Single Family Dwelling and that all of Burlington 4 th Addition be rezoned from PUD: Planned Unit Development to R-1: One & Two Family Dwellings.			
Applicant: City of West Fargo		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		08-11-2020	
Public Hearing:		08-11-2020 – Approved	
City Commission Introduction:		08-17-2020	
1 st Reading & Public Hearing		09-08-2020	
2 nd Reading:			

PURPOSE:

Rezone Property from PUD: Planned Unit Development to R-1A: Single Family Dwellings and R-1: One & Two Family Dwellings to allow for continued development

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban Growth Sector
Existing Land Use:	Vacant, Single Family & Twin Homes
Current Zoning District(s):	PUD: Planned Unit Development (Residential/Multi Family)
Proposed Zoning District(s):	R-1A: Single Family Dwelling and R-1: One & Two Family Dwelling Districts
Zoning Overlay District(s):	NA
Total area size:	27 Acres
Adjacent Zoning Districts:	North, South & West – PUD: Planned Unit Development East – City of Fargo
Adjacent street(s):	19 th Avenue East (Collector); Burlington Drive (Local); Burlington Lane (Local)
Adjacent Bike/Pedestrian Facilities:	Park within ½ mile accessible by sidewalks
Available Parks/Trail Facilities:	Adjacent sidewalks and path along 19 th Avenue East

DISCUSSION AND OBSERVATIONS:

- When Burlington Addition was created as a subdivision and PUD: Planned Unit Development in 2000, the developer focused on development on the townhouse style apartments to the west, with little emphasis on the detail of the single family residential property to the east.
- When the lots were later developed, builders and the inspection department used the City’s single family zoning district to determine building setbacks and yard requirements.
- It has since been discovered that detailed development plans for the single family area were never approved and therefore the inspections department is unable to authorize new building permit until an appropriate zoning district or further detail to the PUD is approved.
- A PUD Amendment and replat was approved in 2006 for Burlington 4th Addition to allow for twin homes. Detailed development plans for that portion of the development were reviewed and

STAFF REPORT

approved; however, staff feels it most appropriate to rezone to a standard zoning district that is consistent with that approval and compatible with the surrounding area.

- Staff is recommending rezoning the affected lots to bring them into compliance and to allow for further single family development and to rezone the twin home lots to allow for a more clear distinction of zoning for additions, remodeling and financing future sales for homeowners.

NOTICES:

Sent to: Property owners and those within 150' and applicable departments and agencies.

Comments Received:

- None to date.

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

- The proposed application is consistent with the City plans and ordinances.

RECOMMENDATIONS:

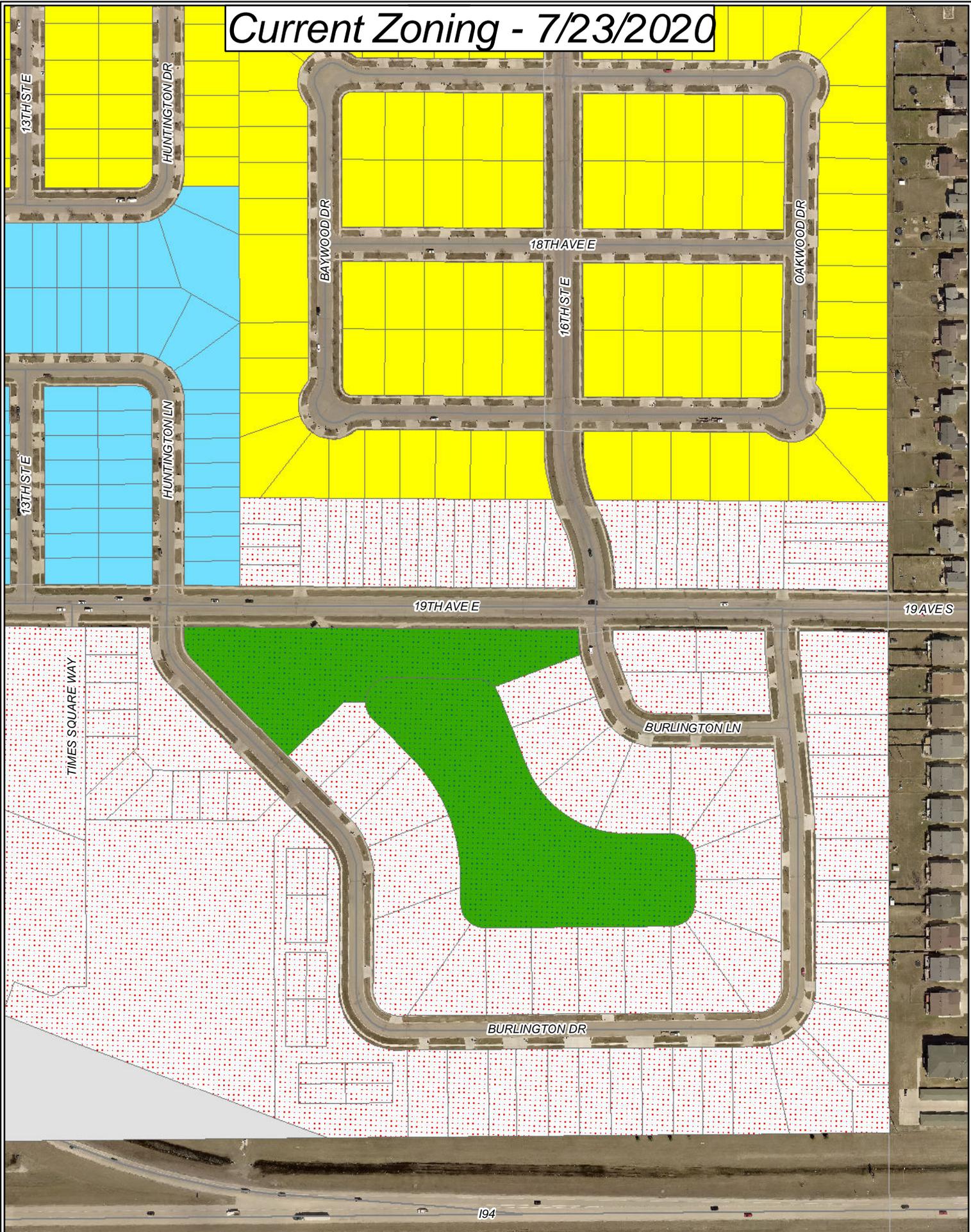
It is recommended that the City approve the rezoning as outlined in the attached maps and described as follows:

Lots 11-12, 19-20, and 22-31, Block 1, Lots 2-22, Block 2 and all of Block 3 of Burlington Addition be rezoned from PUD: Planned Unit Development to R-1A: Single Family Dwelling and that all of Burlington 4th Addition be rezoned from PUD: Planned Unit Development to R-1: One & Two Family Dwellings.

PLANNING AND ZONING RECOMMENDATION:

At their August 11, 2020 meeting, the Planning and Zoning Commission recommended approval of the rezoning.

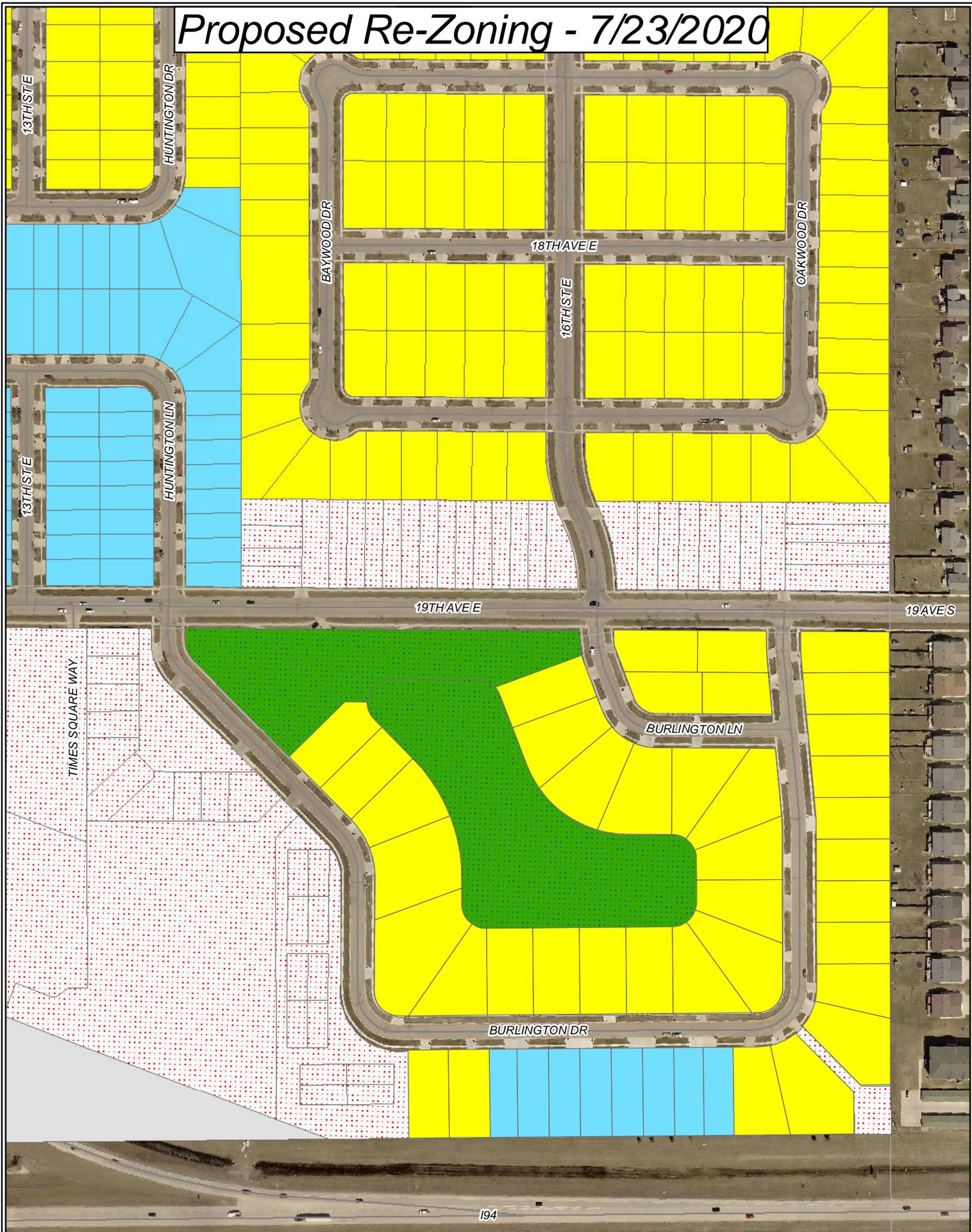
Current Zoning - 7/23/2020



	A: Agricultural	LI: Light Industrial	R-1A: Single Family	R-2: Limited Multiple Dwelling	R-L1A: Large Lot Single Family
	C: Light Commercial	M: Heavy Industrial	R-1E: Rural Estate	R-3: Multiple Dwelling	R-R: Rural Residential
	C-OP: Commercial Office Park	P: Public	R-1S: Special One and Two Family	R-4: Mobile Home	PUD: Planned Unit Development
	HC: Heavy Commercial	R-1: One and Two Family	R-1SM: Mixed One and Two Family	R-5: Manufactured Home	DMU: Downtown Mixed Use



Proposed Re-Zoning - 7/23/2020



City of
WEST FARGO

<ul style="list-style-type: none"> A: Agricultural C: Light Commercial C-OP: Commercial Office Park HC: Heavy Commercial 	<ul style="list-style-type: none"> LI: Light Industrial M: Heavy Industrial P: Public R-1: One and Two Family 	<ul style="list-style-type: none"> R-1A: Single Family R-1E: Rural Estate R-1S: Special One and Two Family R-1SM: Mixed One and Two Family 	<ul style="list-style-type: none"> R-2: Limited Multiple Dwelling R-3: Multiple Dwelling R-4: Mobile Home R-5: Manufactured Home 	<ul style="list-style-type: none"> R-L1A: Large Lot Single Family R-R: Rural Residential PUD: Planned Unit Development DMU: Downtown Mixed Use
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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: September 3, 2020

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

Planned Unit Development Amendment and Final Plat to accommodate development of an office park.

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

Lot 1, Block 1, Westview 2nd Addition to the City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval with recommended conditions provided in the staff report.

STAFF REPORT

A20-15		REPLAT & PUD AMENDMENT	
Westview 4 th Addition			
Lot 1, Block 1 of Westview 2nd Addition, City of West Fargo			
Owner: Oak Ridge Condos LLC Applicant: Mike Graham		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		05-12-2020	
Public Hearing:		05-12-2020 - Approval	
City Commission:			

PURPOSE:

PUD Amendment and replat to provide for commercial office park development.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban - Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	PUD: Planned Unit Development
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	4,510 ft ² – 11,632 ft ²
Total area size:	3.16 Acres
Adjacent Zoning Districts:	North – PUD: Planned Unit Development (Residential) South – City of Fargo East – R-1SM: Mixed One & Two Family Dwellings West - R-1A: Single Family Dwellings
Adjacent street(s):	4 th Street East (Collector); 40 th Avenue East (Arterial)
Adjacent Bike/Pedestrian Facilities:	Shadow Wood Park within ½ mile accessible by multi-use path
Available Parks/Trail Facilities:	Adjacent sidewalks and multi-use path along 4 th Street East & 40 th Avenue East
Public Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application, preliminary plat and site plan with building renderings.
- The site plan and preliminary plat currently provides 22 new commercial condominium lots.
- The lots are proposed to be developed as office condos and will require district standards to consider permitted uses and yard requirements. The applicant has provided the district standards that were approved for the similar Oak Ridge Condos located north of this proposal and would amend those with the Westview 4th Addition name if approved.
- These proposed district standards provide for permitted uses which are similar to the City's Commercial Office Park district standards with primarily intended for lighter intensity.
- Engineering and Public Works are in discussion on the components of infrastructure and how best to serve the property.

STAFF REPORT

- Access is limited to the property as it is adjacent to both an arterial and collector roadway. There is one existing access for the property and the subdivision is designed to provide future connection should it be necessary with development to the east.

NOTICES:

Sent to: Property owners within 150' and applicable agencies and departments.

Comments Received:

- An email was received from a property owner to the south indicating they would like this area of 40th Ave to remain residential and not have any commercial development to the north of their home and cited concerns with increased traffic.

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

- Maintaining compatibility with surrounding uses will provide consistency with City Plans and Ordinances. Increasing employment opportunities and commercial development within this area is consistent with the Comprehensive Plan.

RECOMMENDATIONS:

Staff is recommending that the City approve the proposed application on the basis that it is consistent with City plans and ordinances. Recommended conditions of approval are as follows:

1. District standards include provisions to require but not limit to 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
2. A signed PUD and Subdivision Improvement Agreement is received prior to recording the signed plat.
3. Consideration of any comments from Engineering and Public Works regarding servicing the property.
4. An updated drainage and utility plan is approved by the City Engineer.
5. An Attorney Title Opinion to the City of West Fargo is received.
6. Signed Final Plat is received with any necessary easements.
7. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

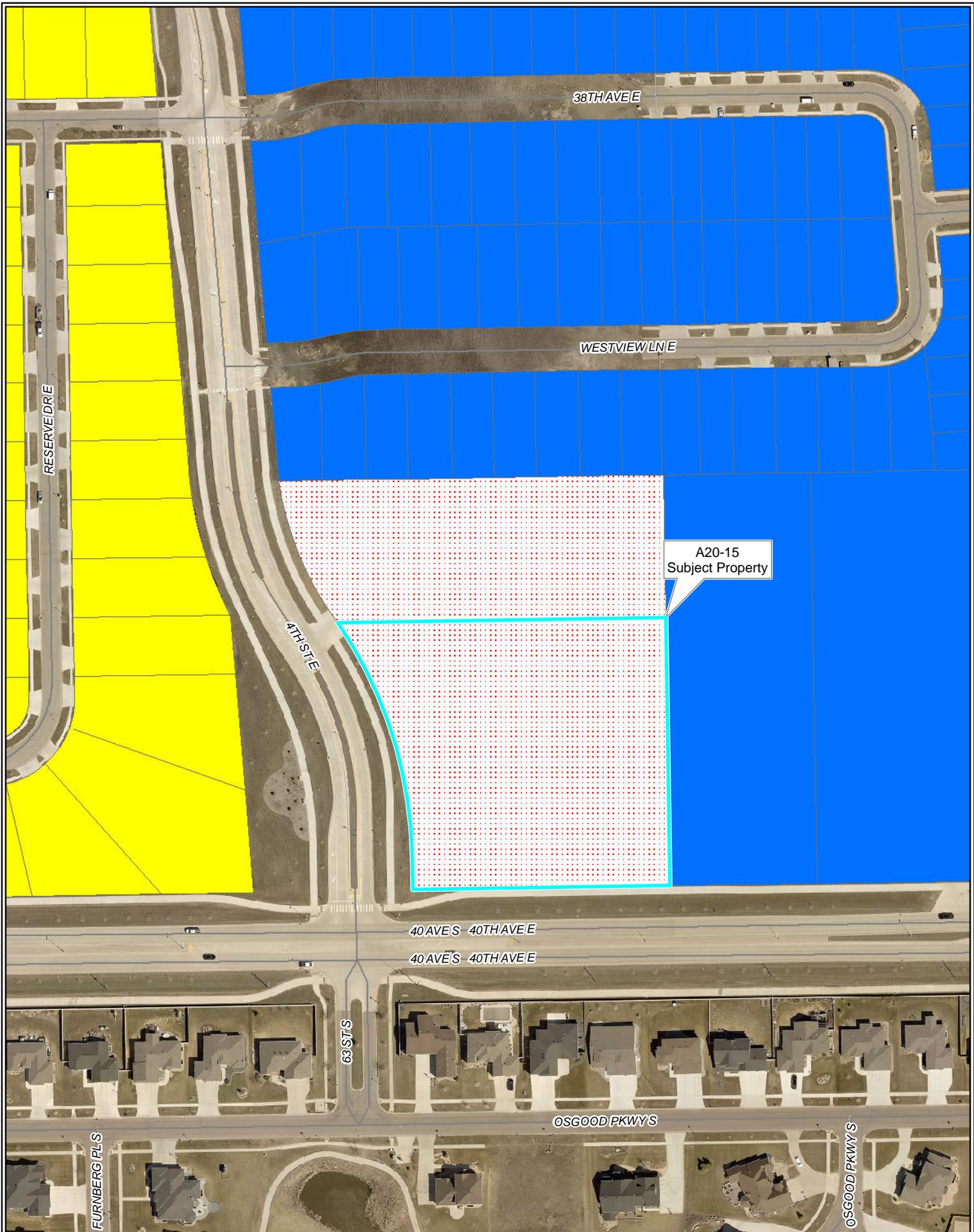
At their May 12, 2020 meeting, the Planning and Zoning Commission recommended approval of the Replat and Planned Unit Development Amendment, subject to the seven conditions listed above, as well as the following additional conditions:

8. Lighting maximums be provided
9. Signage follow C-OP: Commercial Office Park Standards



A20-15
Subject Property





A20-15
Subject Property



- | | | | | |
|--|---|--|--|--|
| <ul style="list-style-type: none"> — A: Agricultural — C: Light Commercial — C-OP: Commercial Office Park — HC: Heavy Commercial | <ul style="list-style-type: none"> — LI: Light Industrial — M: Heavy Industrial — P: Public — R-1: One and Two Family | <ul style="list-style-type: none"> — R-1A: Single Family — R-1E: Rural Estate — R-1S: Special One and Two Family — R-1SM: Mixed One and Two Family | <ul style="list-style-type: none"> — R-2: Limited Multiple Dwelling — R-3: Multiple Dwelling — R-4: Mobile Home — R-5: Manufactured Home | <ul style="list-style-type: none"> — R-L1A: Large Lot Single Family — R-R: Rural Residential — PUD: Planned Unit Development — DMU: Downtown Mixed Use |
|--|---|--|--|--|



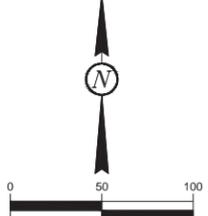
WESTVIEW 4TH ADDITION

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



LEGEND	
●	MONUMENT SET
○	MONUMENT FOUND
- - - -	EX. EASEMENT
- - - -	EX. PROPERTY LINE
- - - -	EX. SECTION LINE
————	PROPERTY BOUNDARY LINE
————	NEW ROW/PROPERTY LINE
————	NEW EASEMENT LINE
- - - -	ACCESS CONTROL LINE

SURVEY INFORMATION	
DATE OF SURVEY:	JUNE, 2020
BASIS OF BEARING:	NAD83, NORTH DAKOTA STATE PLANE SOUTH ZONE, INTERNATIONAL FEET



OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT OAKRIDGE CONDOS, LLC, IS THE OWNER OF THAT PART OF THE SOUTHEAST QUARTER 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 OWNER ALSO HEREBY DEDICATES AND CONVEYS TO THE PUBLIC, FOR PUBLIC USE, ALL GRADING, STORM SEWER, UTILITY AND ACCESS EASEMENTS AS SHOWN ON SAID PLAT. SAID WESTVIEW 4TH ADDITION, CONSISTS OF 22 LOTS AND 1 BLOCK, AND CONTAINS ±3.16 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

BY: _____
MIKE GRAHAM, OWNER
OAKRIDGE CONDOS, LLC

STATE OF _____ } SS
COUNTY OF _____

ON THIS _____ DAY OF _____, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MIKE GRAHAM, OWNER OF OAKRIDGE CONDOS, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

SURVEYORS CERTIFICATE

I, COLE A. NESET, 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 PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.

DATED THIS _____ DAY OF _____, 2020.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND REG. NO. 7513

STATE OF NORTH DAKOTA } SS
COUNTY OF CASS

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

NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO, ND IS HEREBY APPROVED THIS _____ DAY OF _____, 2020.

DUSTIN T. SCOTT
CITY ENGINEER

STATE OF NORTH DAKOTA } SS
COUNTY OF CASS

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

NOTARY PUBLIC, COUNTY: _____ STATE: _____

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO, ND IS HEREBY APPROVED THIS _____ DAY OF _____, 2020.

TOM MCDUGALL
CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION

STATE OF NORTH DAKOTA } SS
COUNTY OF CASS

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

NOTARY PUBLIC, COUNTY: _____ STATE: _____

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO, ND 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 } SS
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

STATE OF NORTH DAKOTA } SS
COUNTY OF CASS

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

NOTARY PUBLIC, COUNTY: _____ STATE: _____

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 } SS
COUNTY OF CASS

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

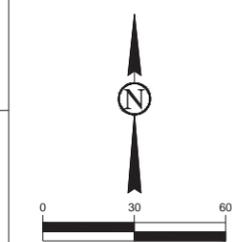
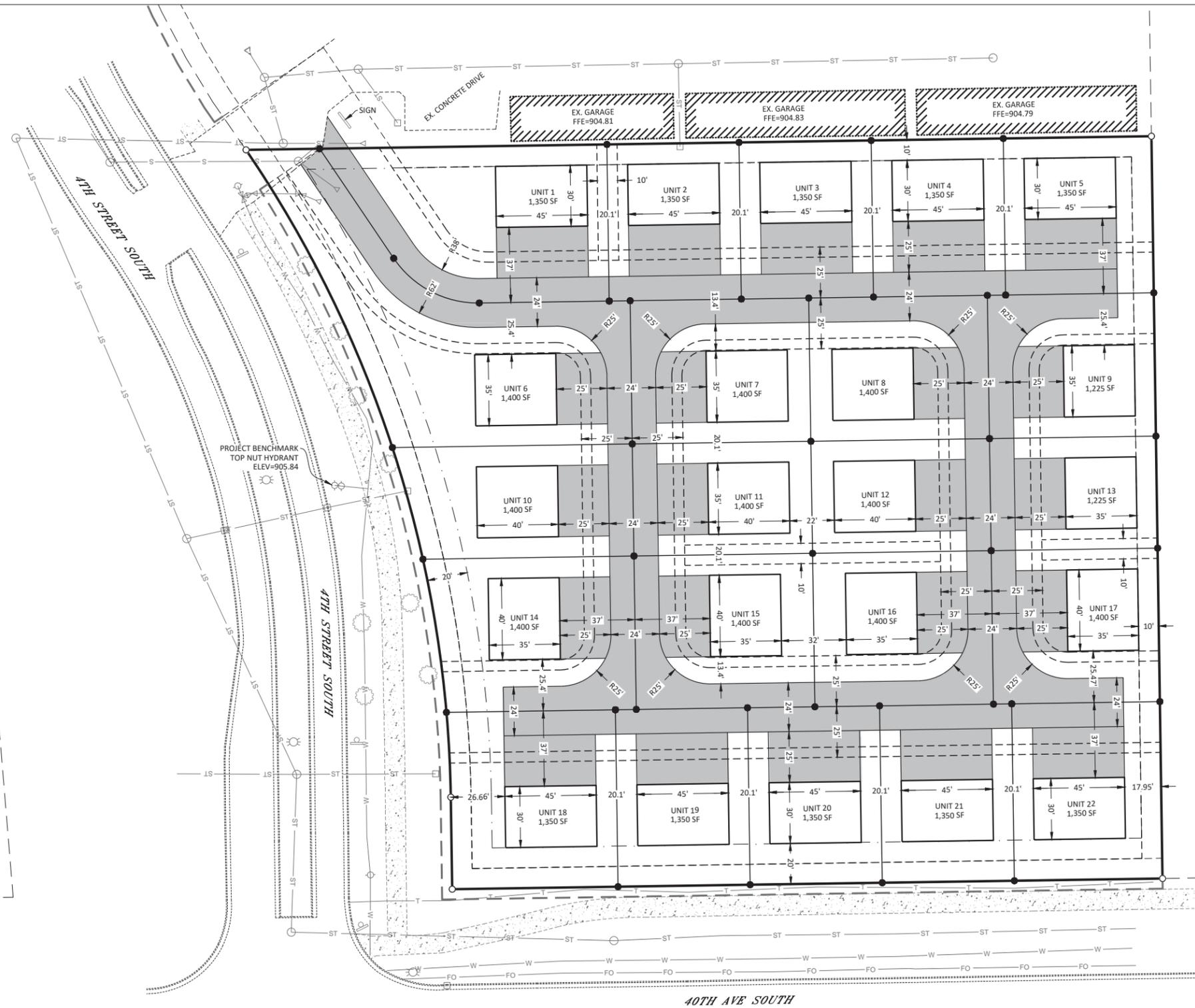
NOTARY PUBLIC, COUNTY: _____ STATE: _____

SHEET 1 OF 1

1111 WESTRAC DRIVE - SUITE 108
FARGO, NORTH DAKOTA 58103

08/26/20 04:24:15PM Z:\Lowry Shared Files\Projects_2018\19138 - 4th & 40th - Mike Graham\Drawings\19138 - Project\Survey\NR-Plat_19138.dwg

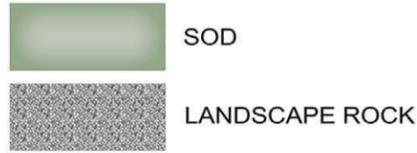
BUILDING LAYOUT_08-26-2020
WESTVIEW 4TH ADDITION
 A REPLAT OF LOT 1, BLOCK 1, WESTVIEW 2ND ADDITION
 TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LOWRY
 ENGINEERING
 1111 WESTRAC DRIVE - SUITE 108
 FARGO, NORTH DAKOTA 58103







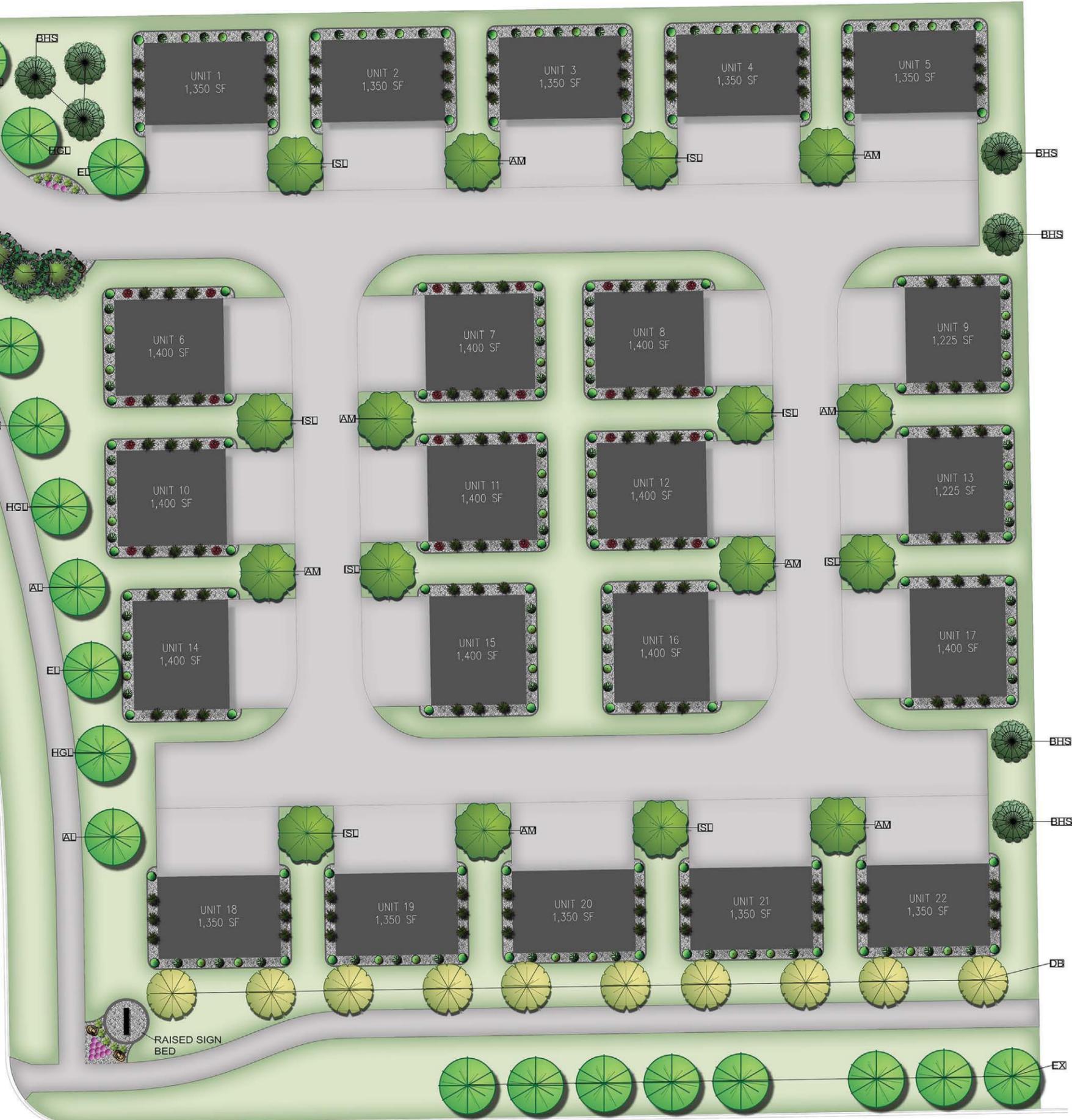
- NOTES**
- CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATION OF ALL EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH WORK TO BE DONE.
 - LANDSCAPE CONTRACTOR TO REMOVE WEEDS, REMAINING VEGETATION, AND FINE GRADE ENTIRE SITE PRIOR TO PLANTING. RECEIVE APPROVAL FROM CONSTRUCTION MANAGER FOR APPROVAL OF FINE GRADING.
 - FINISH GRADES AND EDGING SHALL BE APPROVED PRIOR TO PLANTING OPERATIONS.
 - EDGING TO BE MECHANICALLY FORMED, CAST-IN-PLACE CONCRETE EDGING. STYLE AND COLOR TO BE SELECTED BY OWNER. INSTALL EDGING LEVEL AND EVEN.
 - ALL NEWLY PLANTED MATERIAL SHALL BE THOROUGHLY SOAKED WITH WATER WITHIN 3 HOURS OF PLANTING.
 - THIRTY DAYS AFTER PLANTING, CONTRACTOR SHALL RE-STAKE AND STRAIGHTEN TREES AS NECESSARY.
 - 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.
 - BOULDERS INDICATED ON PLAN ARE TO BE 3-4" LIMESTONE BOULDERS.
 - ALL PLANTING BEDS TO HAVE 'PREEN FOR PERENNIALS' OR APPROVED EQUAL PRE-EMERGENT HERBICIDE APPLIED AT RATES RECOMMENDED BY MANUFACTURER.
 - 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
 - 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

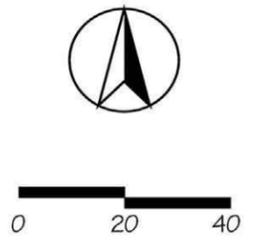
SYM	TREES	SIZE	QUANTITY
AL	AMERICAN LINDEN	2"	4
HGL	HARVEST GOLD LINDEN	2"	4
EL	EMERALD LUSTRE NORWAY M/	2"	3
PB	PILLAR BIRCH	2"	3
ISL	IVORY SILK LILAC	1.5"	8
AM	AMUR FLAME MAPLE	1.5"	8
DB	DAKOTA PINNACLE BIRCH	1.5"	10
BHS	BLACK HILLS SPRUCE	6-7'	7
EX	EXISTING TREES	-	-
SYM	SHRUBS	SIZE	
	ANNABELLE HYDRANGEA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

4TH ST E



40TH AVE S

40TH AVE
OFFICE PARK
WEST FARGO, ND



40th AVE OFFICE PARK PUD STANDARDS

Statement of Intent: The provisions of the PUD for 40th Ave Office Park are intended to provide high quality, aesthetically attractive properties and grounds for commercial establishments looking for high visibility, easy access with ownership opportunities. Users will typically be owner operated small businesses with few or no employees, focused on one to one business interactions. Examples of users would be a consultant with an office manager as the lone employee; a personal trainer focusing on one on one training; a chiropractor with a receptionist; a photographer that does one on one sessions. By the nature of the businesses, customer use will typically be limited to one or two at a time. Because of the size and nature of the buildings and the permitted uses, the Park will produce less vehicular traffic and parking demand than a typical office park. Cross parking easements will be discussed and encouraged where appropriate.

Permitted Uses in the office park of 40th Ave Office Park:

1. Commercial and professional office buildings, single or multi-tenant.
2. Display of retail goods like cars, recreational vehicles, trucks or any other item traditionally associated with having a showroom, only with the approval of a Conditional Use Permit by the Planning and Zoning Commission and City Commission.
3. Essential Services.
4. Repair services such as radio, appliance or shoe repair shops.
5. Savings and loans, credit unions, financial and mortgage services.
6. Medical and dental facilities.
7. Veterinary clinics without overnight facilities.
8. Photography, videography and related businesses.
9. Massage, acupuncture and related businesses.
10. Personal training, sports training and related businesses.
11. Art studios and galleries.
12. Music and dance studio and related businesses.
13. Antique and architectural goods sales.
14. Chiropractic services.
15. Consulting services.
16. Training facilities.
17. Short term/shared office space rentals and related businesses.
18. Architectural services.
19. Engineering services.
20. Accounting and/or tax services.
21. Financial advising and related businesses.
22. Computer/technology services.
23. Real estate sales and/or services.
24. Marketing services.
25. Education and related businesses.
26. Physical, occupational, speech, behavioral therapy and related businesses.

Site Development Standards:

1. Yard Requirements

- a. Front Yard: 15' from front property line
- b. Side Yard: 10' from side property line.
- c. 40th Ave building set back 20' from row to hide parking

2. Landscaping Requirements

- a. On all property within this PUD, no less than 15% of the property shall be landscaped with

trees, shrubs, grass and other cultured plantings. The number of trees shall be no less than the total number of feet of the length of the lot perimeter divided by 50 feet or five (5) trees whichever is greater from a list of trees provided by the West Fargo City Forester.

b. Within parking lots, one (1) landscaped island of at least 150 square feet shall be provided for every 20 parking spaces.

c. Ponds for the management of storm water shall not count toward the minimum landscaped standard.

d. One tree per every 20' along 40th Ave. to hide buildings

3. Signage

Per the C-OP Commercial Office Park standard

4. Restrictions on Alterations

a. Except as expressly provided elsewhere in this section, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, color change, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Building or any other part of the Site which affects the Property, or which is visible from the exterior (collectively referred to as "Alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the Alterations shall have been approved in writing by the Condo Management.

The Condo Management shall be the sole judge of whether the criteria are satisfied.

b. The following antennas may be installed on a Building, as permitted by applicable federal law: (i) one (1) antenna one (1) meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals; provided that the Condo Management may require that the antenna be installed so as to minimize its visibility from the front of the Building and otherwise camouflage its appearance, unless such requirements would (i) unreasonably delay installation, (ii) unreasonably increase the cost of installation, maintenance or use of the antenna, or (iii) preclude reception of an acceptable quality signal. Such installation shall be subject to all governmental laws, codes and ordinances. The Condo Management shall have authority to impose further, reasonable requirements consistent with law. The Owner is responsible for all maintenance and repair of any antenna installed on a Building.

5. Parking

a. Per City of West Fargo off street parking and loading regulations, section 4-450 of City Planning and Zoning Ordinance.

6. Lighting

a. Not to exceed 25 foot candles at any location in the office park.



2021 FINAL

BUDGET REPORT



Presented to the
West Fargo City Commission

Tuesday, Sept. 8, 2020

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City Administrator's Budget Report

Commissioners and West Fargo Residents,
I am honored to present the 2021 City of West Fargo final budget prepared by staff. Every department has worked diligently to prepare a solid, fiscally responsible budget for the coming year.

The 2021 preliminary budget has:

- A zero overall mill levy increase;
- Addition of an Assistant City Administrator;
- Adjustments for expected changes in interest rates and state revenues due to the coronavirus pandemic;
- General fund reserves to make up the revenue deficit;
- No funds from enterprise water, sewer and sanitation funds to offset cost and reduce mills in the general fund; and
- Responsible rates for to create self-sufficient enterprise funds.

2021 BUDGET FACTORS

Expenses for 2021 have risen by just over \$1 million. Using the 2020 mill value estimate of \$186,500 per mill, the 2021 budget would have required an increase of 5.4 mills to fund recurring expenses adequately in the tax-levied funds. Based on Commissioner direction, the preliminary budget contains a zero overall mill levy increase.

As mentioned above, we can expect the coronavirus pandemic to decrease the amount of interest and state revenues the City of West Fargo will receive in 2021. To cover this revenue decrease, staff has recommended the use of general fund reserves. The City of West Fargo is fortunate to report that the pandemic has not caused a significant impact on sales tax revenues.

In the 2020 budget, expenses increased another \$1.4 million and the tax levy increased by 4.76 mills. This included proper funding for the West Fargo Fire Department and restoring some of the funding for the West Fargo Public Library. However, this did not cover all the increased cost or the carry-over from the prior year, created a deficit for 2021 and resulted in the use of general fund reserves to cover the remaining need.

2021 SAVINGS STRATEGIES:

At the start of the 2021 budgeting process, staff followed direction to bring forward budget needs-not wants-to attempt to reach a maximum of a 2-mill levy increase. Due to Commissioner direction to maintain the mill levy from 2020, staff added more temporary cost-saving strategies.

Staff originally had 19 new position requests at a cost of \$1,558,768. To save costs, the requests decreased to nine new staff at a cost of \$834,067. The start dates for these new positions are staggered in 2021 to lessen the impact on the 2021 budget, saving an additional \$400,000. However, the full cost will reappear in 2022.

The cost of living for staff moved from 2.5% to 1%, saving an additional \$233,000 across all tax levied and enterprise funds.

Requests for equipment also reduced \$780,350 across all tax levied and enterprise funds. Of that, \$521,350 transferred out of the general fund to enterprise funds supported by utility fees. Long-term, staff is analyzing potential cost savings for leasing equipment.

Education and training budgets also saw reductions to reflect the ongoing, limited travel opportunities due to the coronavirus pandemic. The budget went from \$280,431 to approximately \$240,000 across all tax levied and enterprise funds. A small discretionary fund has been set up under the City Administrator's discretion if a need for out-of-state travel arises.

This effort resulted in a \$2.1 million cost savings for the 2021 budget. Many of these budget adjustments are temporary and the items will need to reappear in future budgets.

GENERAL FUND RESERVES

Disruptions to typical government operations and revenues are one of the main reasons to maintain an adequate fund reserve. The use of general fund reserves due to a pandemic meets the criteria for using the funds. It is also an appropriate use of the funds as the revenues will return to normal after the pandemic and will not require a recurring use of these funds.

To ensure an adequate reserve fund for times of emergency or disruption, the ongoing use of general fund reserves to avoid tax levy increases is not an appropriate use of the funds. When taxes do not incrementally adjust to match the cost of doing business a larger increase may be necessary in the future. This can affect the Moody's rating.

Thank you,

Tina Fisk
City Administrator

Budget Introduction

This budget represents the work of all departments' directive to accomplish the strategic goals of the City of West Fargo. For the 2021 fiscal year, the City of West Fargo's proposed budget outlines \$88,535,232 in expenses and transfers and \$93,430,204 in revenues and transfers.

Key factors in the 2021 budget:

- Population estimates for the City of West Fargo were 37,874 in 2018; 39,064 in 2019; and anticipated to exceed 40,000 after the completion of the 2020 census;
- Residential building permits are on pace with in 2020, consistent with 2019;
- Commercial building permits are on pace with 2020, consistent with 2019;
- Requests from public for more comprehensive services and information;
- West Fargo Fire Department became an official City of West Fargo department; and
- Returning funding to the West Fargo Public Library.

The property tax revenue fund request of \$14,543,270 covers all functions and service areas of the City of West Fargo's government, with the exception of water, sewer and sanitation. These are enterprise funds with support from user fees and other special funds. Other changes to fees will be in the special revenue funds of Forestry and Vector Control. Both funds have been running at a deficit for several years and therefore fees are going to be adjusted to cover current expenses. Forestry fees will change from \$.50 per month to \$2.00 per month while Vector Control will go from \$.50 per month to \$1.00 per month.

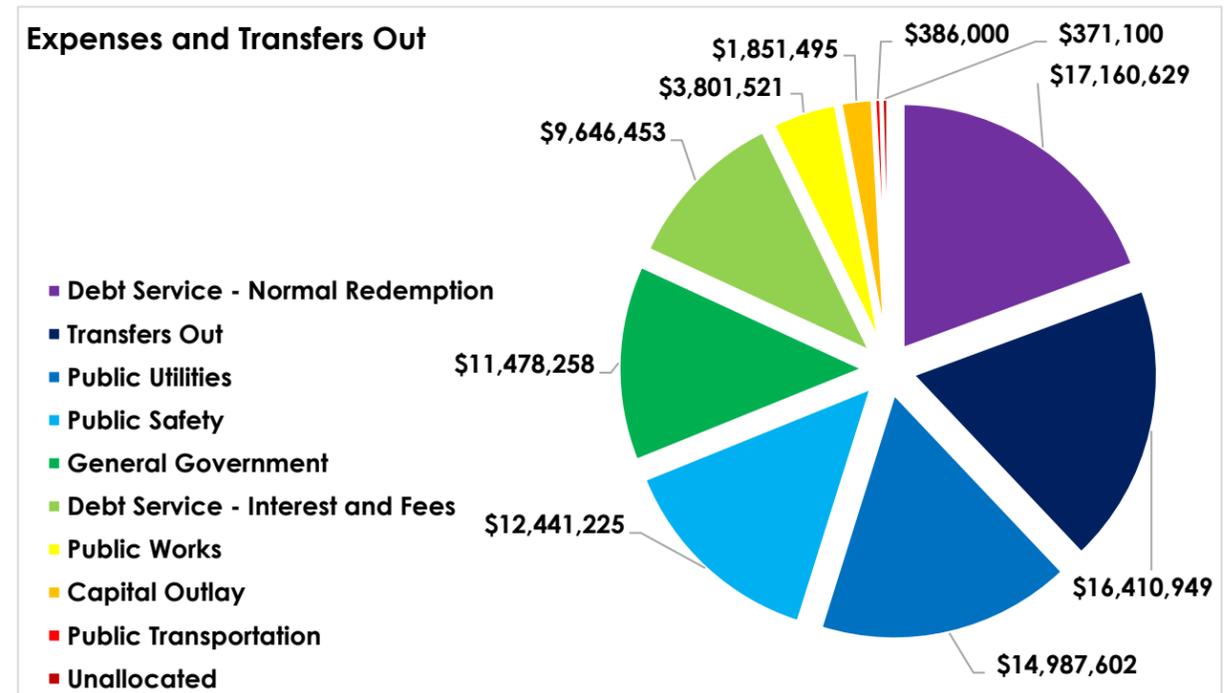
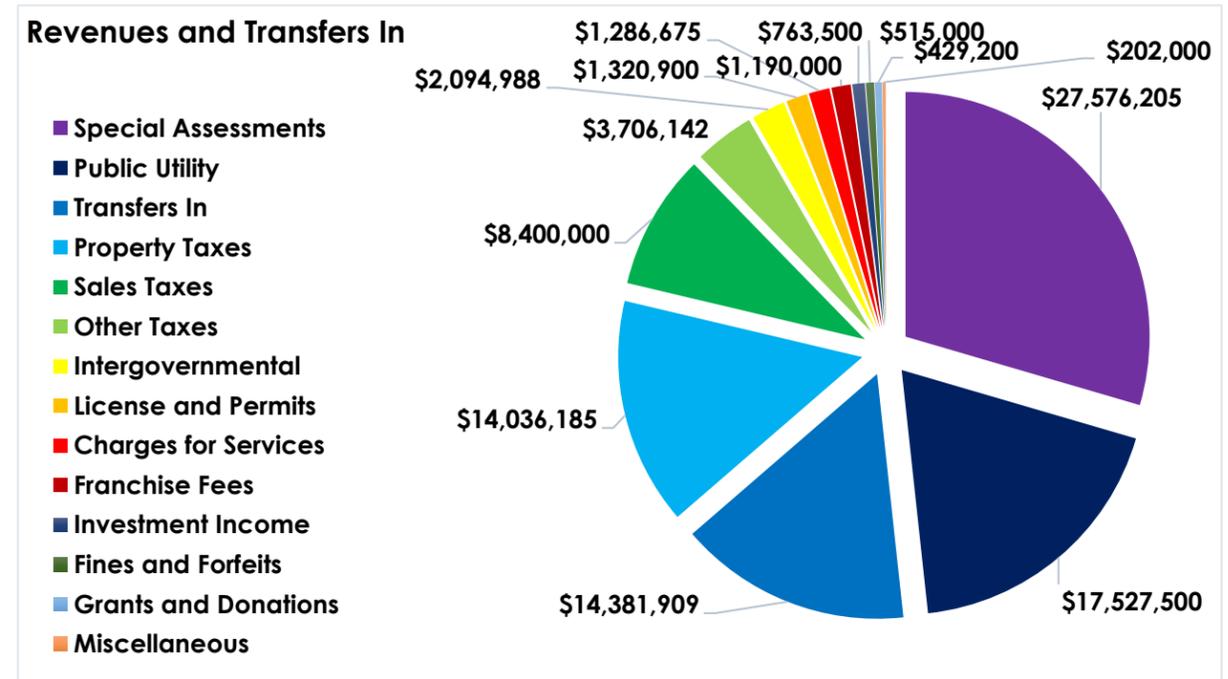
To achieve the property tax revenue fund level, the City of West Fargo's mill levy (which is the factor multiplied against the true and full value of a property) is being held at the 2020 rate of 77.98 mills. According to Cass County, the value of the mill has also increased from \$173,566 in 2020 to \$186,500 in 2021.

Other political subdivisions that collect property taxes within the City of West Fargo include Cass County, State Medical, County Soil Conservation, West Fargo Park District, West Fargo Public Schools and the Southeast Water Resource District.

Cost Allocations and Transfers

In an effort track the use of dollars more accurately, the 2021 budget includes line items to allocate costs between departments and transfers between of funds. Cost allocations occur when one department provides service to another department, and the costs become debits for the department using the service and credits to the department providing the service. For example, funds from water, sewer and sanitation budgets are credited funds to finance, engineering, public works and fleet and facilities for services they use from these departments.

Transfers are monies moved from a fund that originally receives monies to another fund that will expend the money. For example, sales tax revenues transfer into the economic development and capital improvement funds to achieve the sales tax goals established by voters.



Staffing and Related Expenses

As with most organizations, staffing and related expenses make up a majority of the general fund expenses. The City of West Fargo has historically operated with a lean staff, but increased demands for residents, business owners and the public require an adjustment in staffing levels over the next few years.

New employee positions funded through the General Fund for the 2021 fiscal year include:

- Operations Manager, Utilities, start date Jan. 1, 2021.
- Equipment Operator, Water, start date Jan. 1, 2021.
- Police Officer, Police, start date Jan. 1, 2021.
- Assistant City Administrator, Administration, start date March 1, 2021.
- Engineering Technician, Engineering, start date July 1, 2021.
- Librarian, Library, start date July 1, 2021.
- Electrician, Public Works, start date July 1, 2021.
- Electrician, Public Works, start date July 1, 2021.
- Safety Coordinator, Human Resources, start date Aug. 1, 2021.

Additional staffing adjustments:

- Cost of living increase reduced to 1%.
- Health insurance benefit cost increased 12%.
- Education and travel reduced to reflect minimal to no travel in 2021 due to COVID-19.

Department	2021 FTE
Municipal Court	1
Administration	3
Finance	7
Assessor	5
Economic Development	2
Human Resources	3
Information Technology	3
Engineering	9
Communications	3
Planning	14
Police Department	79
Streets	9
Road Right of Way	4
Public Works	7
Buildings and Grounds	9
Fire Department	22
Forestry	2
Sanitation	20
Water	12
Sewer	10
Library	12
Total	239

Summary of All Budgeted Governmental Funds

The City of West Fargo's revenues to cover the expense of providing services to residents and businesses of West Fargo come from multiple sources, including property taxes, sales taxes, special assessments, state and federal funding, public utilities and licenses and permits. For the 2021 fiscal year, the City of West Fargo preliminary budget outlines \$93,430,204 in revenues and \$88,535,232 in expenses. This creates an estimated surplus of \$4,894,972.

The following pages include additional details about the revenues and expenses that have been budgeted for the 2021 fiscal year.

Summary of All Budgeted Funds							
FISCAL YEAR 2021	Governmental Funds			Proprietary Funds		Agency	Consolidated Totals
	General Fund	Debt Service	Special Revenue	Water Utility	Non-Major Utilities	Park	
Revenues and Transfers In							
Property Taxes	\$ 9,339,174	-	\$ 4,697,011	-	-	-	\$ 14,036,185
Sales Taxes	-	-	\$ 8,400,000	-	-	-	\$ 8,400,000
Other Taxes	\$ 75,000	\$ 2,099,000	\$ 1,532,142	-	-	-	\$ 3,706,142
Special Assessments	\$ 225,000	\$ 26,980,105	-	-	-	\$ 371,100	\$ 27,576,205
Franchise Fees	\$ 1,190,000	-	-	-	-	-	\$ 1,190,000
License and Permits	\$ 1,100,900	-	\$ 220,000	-	-	-	\$ 1,320,900
Intergovernmental	\$ 2,063,988	-	\$ 31,000	-	-	-	\$ 2,094,988
Charges for Services	\$ 669,500	-	\$ 617,175	-	-	-	\$ 1,286,675
Fines and Forfeits	\$ 515,000	-	-	-	-	-	\$ 515,000
Grants and Donations	\$ 350,000	-	\$ 79,200	-	-	-	\$ 429,200
Investment Income	\$ 679,350	-	\$ 84,150	-	-	-	\$ 763,500
Miscellaneous	\$ 45,000	-	\$ 157,000	-	-	-	\$ 202,000
Transfers In	\$ 4,335,949	\$ 955,000	\$ 9,090,960	-	-	-	\$ 14,381,909
Public Utility	-	-	-	\$ 8,315,000	\$ 9,212,500	-	\$ 17,527,500
Revenues and Transfers In Total	\$ 20,588,861	\$ 30,034,105	\$ 24,908,638	\$ 8,315,000	\$ 9,212,500	\$ 371,100	\$ 93,430,204
Financial Uses and Transfers Out							
General Government	\$ 6,407,113	-	\$ 5,071,145	-	-	-	\$ 11,478,258
Public Safety	\$ 9,342,064	-	\$ 3,099,161	-	-	-	\$ 12,441,225
Public Works	\$ 3,801,521	-	-	-	-	-	\$ 3,801,521
Public Transportation	\$ 386,000	-	-	-	-	-	\$ 386,000
Unallocated	-	-	-	-	-	\$ 371,100	\$ 371,100
Public Utilities	-	-	-	\$ 6,254,589	\$ 8,733,013	-	\$ 14,987,602
Capital Outlay	\$ 521,995	-	\$ 480,000	\$ 175,000	\$ 674,500	-	\$ 1,851,495
Debt Service - Normal Redemption	-	\$ 16,415,629	-	\$ 745,000	-	-	\$ 17,160,629
Debt Service - Interest and Fees	-	\$ 9,302,487	-	\$ 343,966	-	-	\$ 9,646,453
Transfers Out	-	-	\$ 16,223,949	-	\$ 187,000	-	\$ 16,410,949
Financial Uses and Transfers Out Total	\$ 20,458,693	\$ 25,718,116	\$ 24,874,255	\$ 7,518,555	\$ 9,594,513	\$ 371,100	\$ 88,535,232
Balance							
Surplus (Deficit)	\$ 130,168	\$ 4,315,989	\$ 34,383	\$ 796,445	\$ (382,013)	-	\$ 4,894,972
Fund/Equity Balance - Beginning	\$ 27,985,177	\$ 49,718,634	\$ 38,094,371	\$ 5,421,651	\$ 5,665,904	-	\$126,885,737
Fund/Equity Balance - Ending	\$ 28,115,345	\$ 54,034,623	\$ 38,128,754	\$ 6,218,096	\$ 5,283,891	-	\$131,780,709

Final 2021 Budget by Functional Area					
	2019 Actual	2020 Budget	2020 Projected	2021 Budget	Change
General Funds					
Court	\$ 537,260	\$ 668,974	\$ 606,317	\$ 622,851	-7%
Administration	\$ 261,712	\$ 317,216	\$ 325,614	\$ 445,175	40%
Finance	\$ 464,470	\$ 468,451	\$ 590,451	\$ 474,965	1%
Assessor	\$ 505,950	\$ 542,455	\$ 531,364	\$ 567,179	5%
Economic Development	\$ 126,002	\$ 231,043	\$ 119,004	\$ 227,882	-1%
Human Resources	\$ 274,732	\$ 315,335	\$ 371,401	\$ 424,696	35%
Information Technology	\$ 767,011	\$ 597,528	\$ 648,555	\$ 635,887	6%
Engineering	\$ 269,727	\$ 487,699	\$ 672,642	\$ 719,924	48%
Non-Departmental	\$ 1,690,077	\$ 1,298,005	\$ 1,314,222	\$ 1,007,688	-22%
Communications	\$ 753	\$ 383,005	\$ 294,839	\$ 396,368	3%
Planning	\$ 1,662,000	\$ 1,888,053	\$ 1,542,875	\$ 1,547,497	-18%
Police Department	\$ 7,889,067	\$ 9,060,852	\$ 8,713,512	\$ 9,498,034	5%
Streets	\$ 2,634,660	\$ 2,799,829	\$ 3,048,008	\$ 2,919,205	4%
Public Works	-	-	\$ 8,734	\$ 197,649	0%
Buildings and Grounds	\$ 381,293	\$ 388,762	\$ 424,606	\$ 573,694	48%
Transfers Out	-	-	-	-	0%
Reserve	\$ 123,187	\$ 436,815	\$ 436,815	\$ 200,000	-54%
Total General Funds	\$ 17,587,901	\$ 19,884,022	\$ 9,648,959	\$ 20,458,694	3%
Other Levied Special Funds					
City's Share of Specials	\$ 196,765	\$ 188,907	\$ 188,907	\$ 202,947	7%
Fire Department	\$ 2,311,413	\$ 2,744,223	\$ 3,023,067	\$ 3,099,161	13%
Library	\$ 1,372,400	\$ 1,440,688	\$ 1,371,922	\$ 1,528,006	6%
Airport Authority	\$ 245,336	\$ 176,150	\$ 174,412	\$ 176,150	0%
Total Other Levied Special Funds	\$ 4,125,914	\$ 4,549,968	\$ 4,758,308	\$ 5,006,264	10%
Total Levied Funds	\$ 21,713,815	\$ 24,433,990	\$ 24,407,267	\$ 25,464,958	4%
Tree Planting					
Tree Planting	\$ 26,120	\$ 200,000	\$ 200,000	\$ 35,000	-83%

Final 2021 Budget by Functional Area (Continued)					
	2019 Actual	2020 Budget	2020 Projected	2021 Budget	Change
Special Funds					
Sales Tax	\$ 11,207,490	\$ 10,287,400	\$ 10,287,400	\$ 8,400,000	-18%
Park	\$ 851,249	\$ 804,980	\$ 804,980	\$ 680,999	-15%
Gaming Funds	\$ 3,200	\$ 12,000	\$ 12,000	-	-100%
Municipal Highway Fund	\$ 1,602,187	\$ 1,731,428	\$ 1,731,428	\$ 1,685,142	-3%
Tourism and Events	\$ 20,880	\$ 32,750	\$ 32,750	\$ 14,500	-56%
FM Convention Visitor's Bureau	\$ 320,564	\$ 210,000	\$ 210,000	\$ 147,000	-30%
Vector Control	\$ 128,584	\$ 100,000	\$ 115,000	\$ 100,000	0%
Forestry	\$ 369,916	\$ 357,474	\$ 316,893	\$ 284,085	-21%
City Utility	\$ 219,108	\$ 130,000	\$ 130,000	\$ 133,000	2%
Night to Unite	\$ 5,520	\$ 5,200	\$ 5,200	\$ 5,000	-4%
West Fest	\$ 30,559	\$ 26,500	\$ 26,500	\$ 26,500	0%
Cruise Night	\$ 15,294	\$ 14,000	\$ 14,000	\$ 11,500	-18%
Asset Forfeitures	\$ 77,025	\$ 30,000	\$ 30,000	\$ 30,000	0%
Economic Development	\$ 1,382,292	\$ 2,459,053	\$ 2,459,053	\$ 1,830,264	-26%
Capital Improvements	\$ 3,674,740	\$ 7,960,550	\$ 7,960,550	\$ 6,435,000	-19%
South Facilities Hookup	\$ 27,720	\$ 50,000	\$ 50,000	\$ 50,000	0%
Total Special Funds	\$ 19,936,328	\$ 24,211,335	\$ 24,185,754	\$ 19,832,990	-18%
Debt Service					
Debt Service	\$ 38,951,561	\$ 26,513,531	\$ 26,513,531	\$ 25,718,116	-3%
Proprietary Funds					
Health and Sanitation	\$ 3,746,419	\$ 4,052,278	\$ 3,756,643	\$ 4,964,610	23%
Water	\$ 6,971,417	\$ 7,858,291	\$ 8,161,304	\$ 7,518,555	-4%
Sewer	\$ 1,284,933	\$ 3,388,903	\$ 2,647,599	\$ 4,629,903	37%
Total Proprietary Funds	\$ 2,002,769	\$ 15,299,472	\$ 14,565,546	\$ 17,113,068	12%
West Fargo Park District Districts					
Park District Districts	\$ 449,249	\$ 371,100	\$ 371,100	\$ 371,100	
Total All Funds	\$ 93,079,842	\$ 91,029,428	\$ 90,243,198	\$ 88,535,232	-3%

Property Tax (Levied Funds)

When the West Fargo City Commission approved the 2021 preliminary budget Monday, Aug. 3, 2020, it included approving a property tax revenue fund of \$14,543,270. This represents 16% of the revenues the City of West Fargo expects to collect in 2021 and distributes to the service areas noted in the table to the right.

To achieve this funding, the City of West Fargo's mill levy, which is the factor multiplied against the taxable value of a property, is remaining at 77.98 mills in 2021. The value of the mill has increased from \$173,590 in 2020 to \$186,500 in 2021.

A detailed budget for functional areas, departments and services are in the Property Tax Funds by Department (Levied Funds) section of the budget.

Calculating property taxes with property values and mill levies:

- True and full value: Market value of the property set by the City Assessor
- Taxable value: True and full value reduced by 50% assessment factor, and a factor of 9% for residential properties or 10% for all other property classes.
 - For example:
 - \$150,000 true and full value x 50% assessment factor = \$75,000 assessed value
 - \$75,000 assessed value x 9% residential factor = \$6,750 taxable value
- Total mill levy: Factor taken times taxable value of the property
 - For example:
 - \$6,750 x 0.07798 = \$526.37 in City of West Fargo property taxes

Property Tax Distribution	
General Fund	\$ 9,698,000
Share of Specials	\$ 210,745
Fire Department	\$ 3,079,115
Library	\$ 1,395,020
Airport Authority	\$ 60,390
Total	\$ 14,543,270

Mill History						
	2020		2021		Change	
	Mill	Total \$	Mill	Total \$	Mill	Total \$
General Fund	53.93	\$ 9,360,413	52.00	\$ 9,698,000	(1.93)	\$ 337,587
Share of Specials	1.13	\$ 196,129	1.13	\$ 210,745		\$ 14,616
Fire Department	15.51	\$ 2,692,008	16.51	\$ 3,079,115	1.00	\$ 387,107
Library	6.48	\$ 1,124,707	7.48	\$ 1,395,020	1.00	\$ 270,313
Airport Authority	0.93	\$ 161,417	0.86	\$ 160,390	(0.07)	\$ (1,027)
Total	77.98	\$ 13,534,674	77.98	\$ 14,543,270	0.00	\$ 1,008,596

Property Tax Funds by Department (Levied Funds)

As previously mentioned, the requested property tax revenue fund of \$14,543.270 and fees, covers all functions and service areas of the City of West Fargo's government, with the exception of water, sewer and sanitation. These are enterprise funds receive funding by user fees and other special funds.

Property Tax Distribution by Department, Service and Special Fund					
	2019 Actual	2020 Budget	2020 Projected	2021 Budget	Change
General Funds					
Court	\$ 537,260	\$ 668,974	\$ 606,317	\$ 622,851	-7%
Administration	\$ 261,712	\$ 317,216	\$ 325,614	\$ 445,175	40%
Finance	\$ 464,470	\$ 468,451	\$ 590,451	\$ 474,965	1%
Assessor	\$ 505,950	\$ 542,455	\$ 531,364	\$ 567,179	5%
Economic Development	\$ 126,002	\$ 231,043	\$ 119,004	\$ 227,882	-1%
Human Resources	\$ 274,732	\$ 315,335	\$ 371,401	\$ 424,696	35%
Information Technology	\$ 767,011	\$ 597,528	\$ 648,555	\$ 635,887	6%
Engineering	\$ 269,727	\$ 487,699	\$ 672,642	\$ 719,924	48%
Non-Departmental	\$ 1,690,077	\$ 298,005	\$ 1,314,222	\$ 1,007,688	-22%
Communications	\$ 753	\$ 383,005	\$ 294,839	\$ 396,368	3%
Planning	\$ 1,662,000	\$ 1,888,053	\$ 1,542,875	\$ 1,547,497	-18%
Police Department	\$ 7,889,067	\$ 9,060,852	\$ 8,713,512	\$ 9,498,034	5%
Streets	\$ 2,634,660	\$ 2,799,829	\$ 3,048,008	\$ 2,919,205	4%
Public Works	-	-	\$ 8,734	\$ 197,649	0%
Buildings and Grounds	\$ 381,293	\$ 388,762	\$ 424,606	\$ 573,694	48%
Transfers Out	-	-	-	-	0%
Reserve	\$ 123,187	\$ 436,815	\$ 436,815	\$ 200,000	-54%
Total General Funds	\$ 17,587,901	\$ 19,884,022	\$ 19,648,959	\$ 20,458,694	3%
Other Levied Special Funds					
City's Share of Specials	\$ 196,765	\$ 188,907	\$ 188,907	\$ 202,947	7%
Fire Department	\$ 2,311,413	\$ 2,744,223	\$ 3,023,067	\$ 3,099,161	13%
Library	\$ 1,372,400	\$ 1,440,688	\$ 1,371,922	\$ 1,528,006	6%
Airport Authority	\$ 245,336	\$ 176,150	\$ 174,412	\$ 176,150	0%
Total Other Levied Special Funds	\$ 4,125,914	\$ 4,549,968	\$ 4,758,308	\$ 5,006,264	10%
Total Levied Funds	\$ 21,713,815	\$ 24,433,990	\$ 24,407,267	\$ 25,464,958	4%

Municipal Court

The City of West Fargo Municipal Court is responsible for the administration of court records and processing judgements of cases regarding city ordinance violations. This includes Class B misdemeanor offenses, infractions, non-criminal traffic offenses and other non-criminal offenses. Municipal Court also handles minor traffic citations involving juveniles, but serious and alcohol offenses are transferred to juvenile court.

The department's staff includes one elected Municipal Judge, a Clerk of Court and two Assistant Clerk of Court.

Responsibilities of the Municipal Court include:

- Issuing judgements;
- Processing citations and complaints;
- Reporting convictions;
- Preparing and maintaining court records;
- Scheduling court matters;
- Providing direction on court process and rulings;
- Preparing warrants, subpoenas, summons and complaints;
- Collecting fines and costs;
- Requesting restitution and bail refunds; and
- Ensuring sentencing compliance is met for each conviction.

Municipal Court (1000-412000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 77,838	\$ 165,358	\$ 108,940	\$ 121,572
111	Judge Salaries	\$ 48,960	\$ 49,939	\$ 49,939	\$ 50,938
220	Social Security	\$ 9,225	\$ 12,650	\$ 11,477	\$ 13,197
230	Retirement	\$ 11,244	\$ 17,613	\$ 16,590	\$ 18,552
240	Workforce Safety Insurance	\$ 115	\$ 531	\$ 1,606	\$ 341
304	Interpreter Service	\$ 359	\$ 750	\$ 750	\$ 750
309	Alternate Judge Salaries	\$ 2,090	\$ 5,000	\$ 5,000	\$ 5,000
310	Court Appointed Attorneys	\$ 51,660	\$ 57,000	\$ 57,000	\$ 57,000
311	Attorney - County Court	-	\$ 15,000	\$ 15,000	\$ 15,000
312	Attorney	\$ 311,217	\$ 300,000	\$ 300,000	\$ 300,000
320	Health Insurance	\$ 12,973	\$ 31,633	\$ 25,225	\$ 30,001
340	Travel & Education	\$ 384	\$ 1,500	\$ 500	\$ 1,500
410	Office Supplies	\$ 6,021	\$ 4,000	\$ 5,188	\$ 4,000
420	Operation & Maintenance	\$ 2,833	\$ 3,000	\$ 2,464	\$ 3,000
497	Technology	\$ 829	\$ 5,000	\$ 5,000	\$ 500
740	Service Charges	-	-	\$ 1,500	\$ 1,500
Total		\$ 537,260	\$ 668,974	\$ 606,314	\$ 622,851

Administration

The City of West Fargo Administration Department is responsible for presenting recommendations and information to enable the City Commission to make decisions on matters of policy and directing City of West Fargo staff. The administration department also provides strategic fiscal policies for the City through the development of the annual budget, direction to the Finance Department, and audits and studies of procedures, fees, rates and transactions within the City of West Fargo.

The department's staff includes a City Administrator and an Executive Assistant. Responsibilities include:

- Responding to inquiries and requests of citizens, organizations and other political subdivisions to maintain positive community relations for the City of West Fargo;
- Disseminating information regarding city activities;
- Supervising department leadership; and
- Provide input on regional, state and federal issues that affect the City of West Fargo.

The 2021 budget supports the addition of an Assistant City Administrator.

Administration (1000-414000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 190,918	\$ 202,571	\$ 222,666	\$ 320,199
220	Social Security	\$ 13,579	\$ 15,497	\$ 16,188	\$ 24,495
230	Retirement	\$ 28,107	\$ 30,912	\$ 29,224	\$ 48,862
240	Safety Insurance	-	\$ 932	\$ 2,819	\$ 720
320	Health Insurance	\$ 8,857	\$ 23,029	\$ 22,192	\$ 40,679
340	Travel & Education	\$ 7,828	\$ 12,975	\$ 12,975	\$ 3,000
356	Telephone	-	\$ 2,200	\$ 1,100	\$ 1,100
410	Office Supplies	\$ 1,749	\$ 750	\$ 750	\$ 1,000
418	Professional Services	-	\$ 25,000	\$ 15,000	\$ 1,000
641	Furniture and Equipment	-	\$ 350	\$ 900	\$ 1,500
831	Memberships & Licenses	\$ 150	-	-	\$ 2,620
Total		\$ 261,712	\$ 317,216	\$ 325,614	\$ 445,175

Finance

The City of West Fargo Finance Department provides financial support services to the entire City government, including managing and processing all accounting transactions for all city funds. This includes accounts payable, payroll, accounts receivable, utility billing and overall risk management. The finance department also manages the collection of revenues and investment of funds, assists in the issuance of bonds and other indebtedness of the City, prepares periodic and annual financial and budget reports and coordinates the City's budget compilation and development.

The department's staff includes a Finance Director, Senior Accountant, Utility Bill Lead, Account Payable/Licensing Specialist, Accounts Receivable/Payroll Accountant, Billing Accountant and Receptionist.

Responsibilities include:

- Administering the City of West Fargo's casualty and liability insurance coverage;
- Managing the annual budget;
- Managing the City's investments;
- Maintaining special assessments;
- Business licensing and permits;
- Utility billing;
- Elections and records management; and
- Preparing the City's financial report, payroll and personnel reports.

Finance (1000-414100)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 294,073	\$ 310,544	\$ 398,069	\$ 424,404
220	Social Security	\$ 20,495	\$ 23,757	\$ 28,607	\$ 32,467
230	Retirement	\$ 43,455	\$ 47,389	\$ 59,605	\$ 64,764
240	Safety Insurance	\$ 462	\$ 1,428	\$ 4,322	\$ 804
320	Health Insurance	\$ 38,855	\$ 48,218	\$ 61,343	\$ 69,607
340	Travel & Education	\$ 6,183	\$ 5,950	\$ 3,420	\$ 4,190
356	Telephone	\$ 3,650	\$ 3,000	\$ 3,162	\$ 3,000
360	Printing & Mailing	\$ 14,842	\$ 12,000	\$ 2,000	\$ 15,000
410	Office Supplies	\$ 6,880	\$ 8,000	\$ 7,028	\$ 8,000
420	Operations	-	\$ 2,500	\$ 1,500	\$ 2,500
428	Contract Services	\$ 18,305	-	\$ 8,500	\$ 750
497	Technology	\$ 9,303	\$ 4,000	\$ 4,000	\$ 27,086
641	Furniture & Equipment	\$ 144	\$ 1,000	\$ 4,517	\$ 1,000
667	Memberships & Licenses	\$ 350	\$ 465	\$ 465	\$ 175
740	Service Charges	\$ 6,956	-	\$ 3,713	\$ 7,000
880	Cost Allocations	-	-	-	\$(185,782)
Total		\$ 464,470	\$ 468,451	\$ 590,451	\$ 474,965

Assessor

The City of West Fargo Assessing Department determines the fair and equitable assessment of all property within City limits for property tax purposes, per the North Dakota State Tax Department. It is also this department's responsibility to compile records regarding real estate transactions, new construction, remodels or alterations, as well as administer a variety of property tax exemption and credit programs instituted by the North Dakota State Legislature.

The department's staff consists of a City Assessor, Property Appraisers and an Assessing Office Manager.

Responsibilities of the staff include:

- Identifying all taxable property within the jurisdiction;
- Determining the true and full value of all taxable properties; and
- Equalizing the valuation of similar properties.

Assessor (1000-414101)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 345,869	\$ 357,448	\$ 355,861	\$ 375,470
220	Social Security	\$ 23,611	\$ 27,345	\$ 24,691	\$ 28,723
230	Retirement	\$ 50,510	\$ 54,547	\$ 54,178	\$ 57,297
240	Safety Insurance	\$ 369	\$ 1,644	\$ 4,974	\$ 582
320	Health Insurance	\$ 45,849	\$ 55,880	\$ 56,804	\$ 62,491
340	Travel & Education	\$ 8,216	\$ 11,181	\$ 3,600	\$ 8,181
356	Telephone	\$ 1,158	\$ 2,000	\$ 1,200	\$ 2,000
360	Printing & Mailing	\$ 2,262	\$ 4,000	\$ 2,146	\$ 4,000
410	Office Supplies	\$ 2,514	\$ 3,000	\$ 2,500	\$ 3,000
497	Technology	\$ 25,590	\$ 24,500	\$ 24,500	\$ 24,500
667	Memberships	-	\$ 910	\$ 910	\$ 935
Total		\$ 505,950	\$ 542,455	\$ 531,364	\$ 567,179

Economic Development

The City of West Fargo Economic Development Department serves as the liaison between the private sector and City government, assisting developers and business owners with the navigation of City processes and developing opportunities for economic growth within the community. The Economic Development Department aims to cultivate West Fargo's current economic assets, helping the City grow into a destination for investment and commerce while increasing access to quality high-paying jobs for residents.

The department's staff includes an Economic Development Director and Economic Development Specialist.

Responsibilities include:

- Managing incentive programs;
- Facilitating development including coordination between City departments and the private sector;
- Identifying finance opportunities; and
- Providing site selection assistance.

Economic Development (1000-414102)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 91,197	\$ 149,427	\$ 88,565	\$ 150,748
220	Social Security	\$ 6,859	\$ 11,431	\$ 6,744	\$ 11,532
230	Retirement	\$ 11,532	\$ 22,803	\$ 12,744	\$ 23,004
240	Safety Insurance	\$ 231	\$ 687	\$ 2,079	\$ 233
320	Health Insurance	\$ 8,668	\$ 22,875	\$ 2,352	\$ 18,015
340	Travel & Education	\$ 1,199	\$ 12,000	\$ 2,000	\$ 12,000
356	Telephone	\$ 1,605	\$ 2,400	\$ 500	\$ 2,400
360	Printing & Mailing	\$ 155	\$ 300	\$ 200	\$ 300
410	Office Supplies	\$ 126	\$ 500	\$ 500	\$ 500
497	Technology	\$ 842	\$ 720	\$ 720	\$ 1,250
500	Supplies	-	\$ 400	\$ 100	\$ 400
602	Marketing	\$ 2,524	\$ 5,000	\$ 1,000	\$ 5,000
667	Memberships	\$ 575	\$ 2,500	\$ 1,500	\$ 2,500
Total		\$ 126,002	\$ 231,043	\$ 119,004	\$ 227,882

Human Resources

The City of West Fargo Human Resources Department provides human resource support services to the entire City government, including planning, performance management, organization and job design; staffing, training and development; compensation and benefit coordination; employee communication; performance review programs; record-keeping compliance; testing; and the filing of state and federal forms and reports.

The department's staff consists of a Human Resources Director and Human Resources Generalist.

Responsibilities include:

- Enforcing human resources laws and regulations;
- Overseeing employee selection and job classification;
- Managing health and safety;
- Coordinating employee relations;
- Administering the City's various benefits programs;
- Conducting investigations of internal employee grievances; and
- Providing training for City employees.

The 2021 budget supports the addition of a Safety Coordinator.

Human Resources (1000-414103)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 143,547	\$ 147,950	\$ 166,193	\$ 192,462
220	Social Security	\$ 9,650	\$ 11,318	\$ 11,832	\$ 14,723
230	Retirement	\$ 21,277	\$ 22,577	\$ 23,899	\$ 29,370
240	Safety Insurance	\$ 138	\$ 681	\$ 2,059	\$ 300
307	Contract Services	\$ 11,689	\$,600	\$ 12,480	\$ 18,200
312	Attorney	\$ 8,229	-	\$ 31,731	\$ 40,000
320	Health Insurance	\$ 25,051	\$ 22,871	\$ 28,003	\$ 33,026
340	Travel & Education	\$ 24,030	\$ 19,800	\$ 13,800	\$ 14,350
356	Cellphone Service	-	\$ 1,460	\$ 1,460	\$ 1,500
360	Printing & Mailing	\$ 43	\$ 500	\$ 500	\$ 500
378	Employee Relations	\$ 12,326	\$ 12,000	\$ 12,000	\$ 15,000
399	Recruiting/Employment	-	\$ 500	\$ 2,880	\$ 500
410	Office Supplies	\$ 713	\$ 1,200	\$ 1,800	\$ 1,900
418	Professional Services	\$ 500	\$ 500	\$ 500	\$ 2,500
497	Technology	\$ 11,982	\$ 62,608	\$ 58,494	\$ 56,095
641	Furniture & Equipment	\$ 2,228	\$ 500	\$ 500	\$ 2,500
667	Memberships	\$ 2,750	\$ 3,270	\$ 3,270	\$ 3,770
Total		\$ 274,732	\$ 315,335	\$ 371,401	\$ 424,696

Information Technology

The City of West Fargo's Information Technology (IT) Department is responsible for the management and coordination of all information and communication technology, including maintaining the City's core IT infrastructure, servers, networks, computers, phones, hardware and software.

The department's staff consists of an IT Director, Systems Administrator, Network Administrator and IT Office Coordinator.

Responsibilities include:

- Maintaining networks, servers, systems, application software, hardware and communications tools;
- Providing 24/7 on-call support to City personnel, emergency and public agencies;
- Managing electronic data collection for records requests; and
- Evaluating and coordinating the implementation of new technologies to support the City.

Information Technology (1000-414104)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 224,709	\$ 279,357	\$ 286,756	\$ 298,156
220	Social Security	\$ 16,602	\$ 20,657	\$ 20,144	\$ 22,672
230	Retirement	\$ 31,322	\$ 41,206	\$ 38,307	\$ 43,801
240	Safety Insurance	\$ 231	\$ 1,242	\$ 3,758	\$ 466
320	Health Insurance	\$ 16,980	\$ 51,980	\$ 28,667	\$ 38,516
340	Travel & Education	\$ 19,724	\$ 7,500	\$ 2,500	\$ 10,000
356	Telephone	\$ 1,714	\$ 2,400	\$ 2,400	\$ 2,400
410	Office Supplies	\$ 5,181	\$ 2,000	\$ 1,800	\$ 2,000
497	Technology	\$ 450,489	\$ 187,776	\$ 260,660	\$ 216,876
640	Furniture and Equipment	-	\$ 2,500	\$ 2,563	-
667	Memberships	-	\$ 1,000	\$ 1,000	\$ 1,000
Total		\$ 767,011	\$ 597,528	\$ 648,555	\$ 635,887

Engineering

The Engineering Department provides technical guidance and advisement to the City Administrator, City Commission and other City departments in the planning, coordination and management of public infrastructure and private development projects. The department also recommends and enforces engineering policies, regulates right-of-way activities, manages utility locating services, oversees traffic operations, and implements the City's Capital Improvement Plan. This includes design and construction administration as well as contract management for authorized projects.

The department's staff currently consists of three Professional Engineers, four Engineering Technicians and an Engineering Office Manager.

The 2021 budget supports the addition of one Engineering Technician.

Engineering (1000-414200)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 126,981	\$ 285,168	\$ 422,368	\$ 604,786
220	Social Security	\$ 8,997	\$ 21,815	\$ 30,232	\$ 46,266
230	Retirement	\$ 1 8,948	\$ 43,517	\$ 59,177	\$ 92,290
240	Safety Insurance	-	\$ 1,311	\$ 4,306	\$ 4,499
307	Contract Services	\$ 18,502	\$ 50,000	\$ 65,000	-
313	Engineering	\$ 13,905	-	-	\$ 40,000
320	Health Insurance	\$ 15,156	\$ 55,488	\$ 55,326	\$ 113,494
340	Travel	\$ 1,525	\$ 9,400	\$ 1,200	\$ 10,100
356	Telephone	\$ 705	\$ 2,400	\$ 2,765	\$ 4,800
360	Printing & Mailing	-	\$ 4,000	\$ 4,000	-
410	Office Supplies	\$ 621	\$ 2,000	\$ 2,500	\$ 2,000
418	Professional Services	\$ 2,750	\$ 1,500	\$ 1,500	\$ 10,000
497	Technology	\$ 5,563	\$ 5,000	\$ 15,400	\$ 4,559
640	Equipment	\$ 12,764	\$ 5,000	\$ 8,254	\$ 3,000
667	Memberships	\$ 202	\$ 1,100	\$ 614	\$ 1,350
880	Cost Allocation	-	-	-	\$ (217,220)
Total		\$ 269,427	\$ 487,699	\$ 672,642	\$ 719,924

Non-Departmental

The Non-Departmental general fund accounts for expenses that do not warrant the creation of a dedicated account class. This account is the main operating source for the City Commission, City Attorney, nonprofit assistance, public transit and miscellaneous shared department expenses.

Non-Departmental (1000-415000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 346,315	\$ 127,816	\$ 151,464	-
205	Advertising	\$ 2,319	\$ 2,000	\$ 2,000	\$ 2,000
220	Social Security	\$ 30,066	\$ 14,952	\$ 15,770	\$ 5,167
240	Safety Insurance	\$ 231	\$ 588	\$ 1,778	\$ 588
312	Attorney	\$ 144,009	\$ 240,000	\$ 178,200	\$ 160,000
323	Liability Insurance	\$ 105,925	\$ 110,000	\$ 93,044	\$ 110,000
340	Travel & Education	\$ 15,054	\$ 10,000	\$ 1,500	\$ 20,000
342	Commissioner Salaries	\$ 65,646	\$ 67,639	\$ 60,964	\$ 67,543
344	Publication of Minutes	\$ 5,039	\$ 7,500	\$ 5,900	\$ 7,500
351	Lights/Electricity	\$ 184,194	\$ 70,000	\$ 159,369	\$ 40,000
352	Heat	-	\$ 30,000	-	\$ 30,000
356	Telephone	\$ 6,442	\$ 7,000	\$ 6,222	\$ 7,000
360	Printing & Mailing	\$ 4,323	\$ 2,000	\$ 1,562	\$ 2,000
362	Pioneer Ad	\$ 750	\$ 800	\$ 800	\$ 800
369	Audit Fees	\$ 27,500	\$ 28,000	\$ 30,000	\$ 32,000
371	League Dues	\$ 30,705	\$ 15,000	\$ 15,579	\$ 15,000
374	Senior Citizens Center	\$ 40,915	\$ 42,000	\$ 42,000	\$ 43,050
375	Public Relations	\$ 2,697	\$ 2,000	\$ 2,000	\$ 2,000
376	Public Transit	\$ 347,189	\$ 386,000	\$ 386,000	\$ 386,000
410	Office Supplies	\$ 1,233	\$ 1,000	\$ 1,000	\$ 1,000
420	Operation & Maintenance	\$ 8,552	\$ 15,000	\$ 15,000	\$ 15,000
428	Service Agreements	\$ 125	\$ 20,000	\$ 1,100	\$ 20,000
455	Cultural Diversity	\$ 4,893	\$ 4,893	\$ 4,893	\$ 5,040
639	Safety Expenses	-	\$ 1,000	\$ 1,000	\$ 1,000
658	Family Health	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
666	Arts Council	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
679	Chamber of Commerce	\$ 1,170	\$ 2,000	\$ 1,300	\$ 2,000
831	Memberships & Licenses	\$ 25	\$ 1,000	\$ 1,000	\$ 1,000
945	National Night Out	-	\$ 2,000	\$ 2,000	\$ 2,000
Total		\$ 1,690,077	\$ 1,298,005	\$ 1,314,222	\$ 1,007,688

Communication and Community Services

The City of West Fargo Communication and Community Services Department is responsible for the management of external communications for the City of West Fargo, including media relations, multimedia promotional campaigns, city website, social media, web and social media related policies, printed publications and the operation of public and public access channels. This department also oversees the development, execution and promotion of city-sponsored events.

The department's staff is comprised of a Communication and Community Services Director, Media Relations Specialist and Communication and Community Services Coordinator.

Responsibilities of this department include:

- Media relations;
- Creating multimedia promotional and informational campaigns;
- Populating the public access channel, website and social media channels;
- Collaborating with administration and elected officials to develop and advance key messages;
- Organizing community events; and
- Providing communication support during active, critical incidents for emergency responders and City departments.

Communication (1000-416200)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	-	\$ 173,618	\$ 153,225	\$ 183,244
220	Social Security	-	\$ 13,282	\$ 11,285	\$ 14,018
230	Retirement	-	\$ 26,464	\$ 22,464	\$ 27,963
240	Safety Insurance	-	\$ 799	\$ 2,416	\$ 349
245	Continuing Ed/Prof Dev	\$ 399	\$ 7,500	\$ 4,015	\$ 2,500
320	Health Insurance	-	\$ 23,008	\$ 15,000	\$ 8,347
340	Travel & Education	-	\$ 500	\$ 500	\$ 7,500
356	Telephone	-	\$ 2,560	\$ 2,560	\$ 2,560
410	Office Supplies	-	\$ 1,500	\$ 600	\$ 500
440	Advertising	-	\$ 5,000	\$ 5,000	\$ 5,000
497	Technology	\$ 29	\$ 14,814	\$ 14,814	\$ 22,327
602	Marketing	-	\$ 111,000	\$ 60,000	\$ 120,000
641	Equipment	-	\$ 2,000	\$ 2,000	\$ 500
667	Memberships	\$ 325	\$ 960	\$ 960	\$ 1,560
Total		\$ 753	\$ 383,005	\$ 294,839	\$ 396,368

Planning and Community Development

The Planning and Community Development Department provides a variety of services to preserve and enhance the high quality of life offered to those who live or work in our community. This happens by promoting a vibrant, well-planned community that supports efforts that define and realize our community's aspirations. The department serves as support staff to the City Commission, Planning and Zoning Commission and other community and metropolitan organizations, task forces and associations.

Planning responsibilities include:

- Preparing and managing the City's comprehensive plan;
- Administering zoning and subdivision regulations to guide growth and development in the community and its growth area;
- Collecting and analyzing a variety of data (land use, demographic, housing) for use in monitoring plan progress and policymaking; and
- Assisting in future transportation planning and coordination.

Community Development responsibilities include:

- Focusing on physical and social aspects of development and redevelopment of the community, including urban design and public art opportunities;
- Researching and advising on affordable housing needs, senior housing needs, and addressing deteriorating or blighting conditions of housing in the community; and
- Seeking and administering grant opportunities related to community development and planning.

The Planning and Community Development Department also includes the Geographic Information Systems and Inspections Divisions.

Geographic Information Systems (GIS):

GIS in a municipal setting refers to the spatial data of the City and the software, hardware and staff to collect, analyze and communicate the data. GIS is the primary data warehouse for all City spatial data including roads, sewer, water, and property tax parcels and is useful in a variety of ways to make government more transparent and efficient. The GIS Manager leads, coordinates, and monitors the City's GIS activities and works closely with the IT Department, Public Works, Assessing, Building Inspections, and Planning to ensure the City GIS Database is efficient, authoritative and accurate. GIS supports all City departments in providing data, maps and analysis for general business, public safety and communicating with the Public. GIS is also the main point of contact for data requests from government agencies in the state and region as well as the public.

Inspections:

The Inspections Division responsibilities include issuing building permits and all other associated permits, creating invoices for permits issued, reviewing plans to ensure they meet current building codes, local ordinances and contract specifications, ensure all submitted plans have the required information, monitor construction sites and stop-work orders. Inspections includes the Code Enforcement Office and is responsible for performing inspections concerning violations of local ordinances and codes relating to nuisances, dangerous buildings, vacant building registrations, and health code issues not under direction of the Fargo Cass Public Health Department.

Planning (1000-418000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 429,301	\$ 1,016,677	\$ 1,086,107	\$ 999,181
111	Administrative Salaries	-	\$ 2,880	\$ 2,880	\$ 2,880
220	Social Security	\$ 30,803	\$ 77,776	\$ 79,115	\$ 76,657
230	Retirement	\$ 63,681	\$ 146,640	\$ 144,563	\$ 152,475
240	Safety Insurance	\$ 231	\$ 4,420	\$ 5,990	\$ 1,631
312	Attorney	\$ 26,738	\$ 40,000	-	\$ 40,000
320	Health Insurance	\$ 34,426	\$ 199,287	\$ 100,271	\$ 108,388
340	Travel & Education	\$ 8,483	\$ 17,900	\$ 8,100	\$ 27,700
356	Telephone	\$ 1,883	\$ 4,080	\$ 4,694	\$ 3,550
360	Printing & Mailing	\$ 9,339	\$ 6,500	\$ 8,493	\$ 5,000
372	Metro COG dues	-	\$ 26,500	\$ 26,500	\$ 31,830
387	Medical/Vaccines	\$ 58	\$ 200	-	\$ 200
399	Recruitment	\$ 723	\$ 500	\$ 678	\$ 500
410	Office Supplies	\$ 1,407	\$ 2,000	\$ 3,431	\$ 3,500
418	Professional Services	\$ 3,747	\$ 50,000	\$ 15,000	\$ 11,000
497	Technology	\$ 53,211	\$ 71,000	\$ 52,000	\$ 80,850
667	Memberships	\$ 50	\$ 1,353	\$ 1,115	\$ 2,155
Total		\$ 1,662,000	\$ 1,888,053	\$ 1,542,875	\$ 1,547,497

Police

The West Fargo Police Department protects life and property, and enhances the quality of life for all citizens through organizational and problem-solving strategies and developing police-community partnerships to address the causes of crime and social disorder.

Calls for service continue to increase each year, going from 11,711 in 2010 to over 30,000 in 2019. Even with a significant drop in calls during March and April due to COVID-19, we will once again end the year close to 30,000 incidents.

The department's staff consists of 63 sworn officers and 13 civilian staff comprised of a Chief, Assistant Chief, Lieutenants, Sergeants, Patrol Officers, Detectives, School Resource Officers, Cultural Liaison Officer, Business Manager, Community Services Officer, Crime-Free Housing Coordinator, Office Supervisor, Evidence Technician, Records Specialist, Transcription Specialist and Support Specialists.

Responsibilities include:

- Enforcing laws and regulations;
- Providing security;
- Detecting violators;
- Developing positive relationships with residents, businesses, schools and students;
- Providing aid to injured persons;
- Conducting investigations; and
- Testifying in court proceedings.

The police department understands the need for fiscal restraint this year because of COVID-19 revenue decreases and has created a budget within that constraint. The 2021 budget supports the addition of a fulltime School Resource Officer. It also accurately accounts for several community programs, such as Project LifeSaver, free swimming lessons and many aspects of our K-9 program, which are receive funds from generous donations from our community.

There are specific challenges facing the police department that do not receive funds in this budget, but do require future consideration. The police department 2021 budget does not address future needs for police vehicles, fleet and equipment replacements.

POLICE (1000-421000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 5,058,283	\$ 5,591,774	\$ 5,369,952	\$ 5,881,604
220	Social Security	\$ 360,407	\$ 397,071	\$ 386,088	\$ 438,008
230	Retirement	\$ 716,482	\$ 792,066	\$ 793,294	\$ 834,463
240	Workforce Safety Insurance	\$ 26,145	\$ 23,876	\$ 72,233	\$ 53,628
250	Unemployment	-	\$ 5,000	\$ 5,000	\$ 5,000
285	Crime Free Housing	\$ 200	\$ 900	\$ 900	\$ 500
320	Health Insurance	\$ 510,763	\$ 676,845	\$ 626,480	\$ 749,086
321	Property Insurance	-	\$ 26,400	\$ 28,097	\$ 26,400
323	Liability Insurance	\$ 452	\$ 2,500	\$ 2,567	\$ 2,800
356	Telephone	\$ 65,671	\$ 74,500	\$ 55,157	\$ 73,500
360	Printing & Mailing	\$ 13,630	\$ 10,000	\$ 10,000	\$ 11,800
365	Special Investigations	\$ 11,189	\$ 11,200	\$ 11,200	\$ 15,600
373	In-Service Training	\$ 125,638	\$ 155,000	\$ 155,000	\$ 151,000
375	Public Relations	\$ 14,613	\$ 21,300	\$ 21,300	\$ 22,200
387	Medical/Vaccines	\$ 248	\$ 3,200	\$ 3,200	\$ 1,800
396	Animals	\$ 22,443	\$ 23,900	\$ 18,665	\$ 25,700
398	Prisoner Board Expenses	\$ 108,666	\$ 135,000	\$ 128,000	\$ 135,000
399	Recruitment	\$ 6,552	\$ 3,800	\$ 3,800	\$ 4,100
410	Office Supplies	\$ 13,660	\$ 15,800	\$ 13,800	\$ 15,800
415	Teletype & Paper	\$ 7,740	\$ 9,720	\$ 7,097	\$ 9,720
420	Operations & Maintenance	\$ 23,342	\$ 29,500	\$ 21,037	\$ 29,700
422	Uniforms	\$ 39,907	\$ 49,900	\$ 43,000	\$ 45,900
424	Gas & Oil	\$ 92,017	\$ 137,700	\$ 96,000	\$ 138,000
427	Repairs	\$ 28,213	\$ 37,100	\$ 37,100	\$ 46,500
461	First Link	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000
489	Photographs	-	\$ 2,000	\$ 2,000	\$ 500
497	Technology	\$ 133,687	\$ 191,700	\$ 169,445	\$ 209,525
502	Red River Children's Advocacy	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
505	Youthworks	\$ 25,000	\$ 25,000	\$ 25,000	\$ 30,000
527	Utilities (Police Garage)	\$ 1,180	\$ 2,500	\$ 2,500	\$ 2,500
610	Vehicle Purchases	\$ 288,114	\$ 373,700	\$ 373,700	\$ 326,400
640	Furniture & Equipment	\$ 2,600	\$ 3,000	\$ 3,000	-
641	Equipment - non Depreciated	\$ 56,668	\$ 111,200	\$ 111,200	\$ 106,650
660	Wrecker Fees	\$ 804	\$ 3,000	\$ 3,000	\$ 2,000
667	Memberships	-	-	-	\$ 6,850
831	Memberships & Licenses	\$ 6,112	\$ 7,100	\$ 7,100	-
906	Drone Team	-	\$ 6,500	\$ 6,500	\$ 6,500
915	K-9	\$ 7,117	\$ 9,300	\$ 9,300	\$ 9,300
978	Dive Rescue	\$ 5,438	\$ 7,400	\$ 7,400	\$ 7,400
979	Bomb/SWAT	\$ 33,171	\$ 23,400	\$ 23,400	\$ 23,400
987	Weapons, Ammo, & Maintenance	\$ 25,953	\$ 36,000	\$ 36,000	\$ 24,200
996	Physicals	\$ 7,473	\$ 11,000	\$ 11,000	\$ 11,000
Total		\$ 7,889,067	\$ 9,060,852	\$ 8,713,512	\$ 9,498,034

Public Works

This is a new budget for 2021.

The department's staff includes the Public Works Director, Office Manager, Public Works Assistant and four Electricians.

Responsibilities of this budget include:

- Operating the Public Works Department daily;
- Maintaining streetlights and traffic signals; and
- Providing administrative and support services for the City utilities.

The 2021 budget supports the addition of two Electricians

Public Works (1000-450000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	-	-	-	\$ 378,926
220	Social Security	-	-	-	\$ 28,988
230	Retirement	-	-	-	\$ 57,824
240	Safety Insurance	-	-	-	\$ 6,385
320	Health Insurance	-	-	-	\$ 78,560
323	Liability Insurance	-	-	-	\$ 4,000
340	Travel & Education	-	-	-	\$ 10,000
351	Lights/Electricity	-	-	\$ 3,856	\$ 3,890
387	Medical/Vaccines	-	-	-	\$ 1,000
399	Recruitment/Employee Testing	-	-	-	\$ 500
410	Office Supplies	-	-	\$ 1,900	\$ 2,000
422	Uniforms	-	-	-	\$ 2,000
424	Gas & Oil	-	-	-	\$ 25,000
432	Tools	-	-	-	\$ 5,000
433	Shop Supplies	-	-	-	\$ 2,000
490	Miscellaneous	-	-	-	\$ 1,000
497	Technology	-	-	-	\$ 75,038
639	Safety Expenses	-	-	-	\$ 5,000
641	Equipment – Non Depreciated	-	-	-	\$ 5,000
667	Memberships & Licenses	-	-	-	\$ 1,200
751	Pub/Tech Manuals/Software	-	-	-	\$ 3,000
880	Cost Allocation	-	-	-	\$ (500,162)
913	Tire Purchase & Repair	-	-	-	\$ 1,500
Total				\$ 8,734	\$ 197,649

Streets

The City of West Fargo Street Division operates under the Public Works Department and oversees the operation, maintenance and repair of public streets, street lighting, traffic signals, signs, and right-of-way areas and maintaining roads during winter months.

The division's staff includes a Foreman, Crew Chief and eight Equipment Operators.

Responsibilities include:

- Conducting project and maintenance activities involving street repairs, catch basins, sidewalks, curb and gutter, chipping, sweeping, patching, crack sealing, signs and traffic control, gravel roads and pot holes;
- Overseeing snow pretreatment and removal;
- Assisting with light pole setting and removal; and
- Assisting other Public Works divisions as needed.
- Maintain SCADA system;
- Setting traffic control for special events; and
- Assisting other Public Works divisions as needed.

Streets (1000-430000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 724,877	\$ 689,624	\$ 693,094	\$ 519,115
114	Part-time Salaries	-	\$ 18,500	\$ 18,752	-
220	Social Security	\$ 50,205	\$ 55,051	\$ 50,103	\$ 39,172
230	Retirement	\$ 85,660	\$ 105,237	\$ 89,629	\$ 74,369
240	Safety Insurance	\$ 11,540	\$ 3,172	\$ 9,597	\$ 11,400
307	Contract Services	\$ 545	-	\$ 241,980	\$ 11,500
320	Health Insurance	\$ 104,086	\$ 136,600	\$ 135,858	\$ 119,778
323	Liability Insurance	-	\$ 10,000	\$ 10,000	\$ 10,000
340	Travel & Education	\$ 7,757	\$ 17,000	\$ 6,500	\$ 17,000
352	Heat	\$ 2,093	\$ 2,000	\$ 2,503	\$ 2,000
356	Telephone	\$ 1,053	\$ 1,000	\$ 1,235	\$ 1,000
358	Landscaping	\$ 9,911	\$ 12,000	\$ 11,533	\$ 12,000
360	Printing & Mailing	\$ 117	\$ 1,000	\$ 750	\$ 1,000
373	Training	-	-	-	-
377	Snow/Ice Treatment	\$ 152,596	\$ 160,000	\$ 120,000	\$ 160,000
381	Snow Removal/Mowing	\$ 29,608	\$ 20,000	\$ 15,000	\$ 20,000
382	Radio Repair	\$ 125	\$ 1,000	\$ 1,000	\$ 1,000
387	Medical/Vaccines	\$ 55	\$ 1,000	\$ 100	\$ 1,000
391	Street Lighting	\$ 333,991	\$ 450,000	\$ 443,818	-
392	Street Light Repair	\$ 45,909	\$ 30,000	\$ 52,873	\$ 30,000
394	Gravel & Mix	\$ 33,291	\$ 68,000	\$ 45,000	\$ 53,000
399	Recruitment/Employee Testing	\$ 287	\$ 1,500	\$ 2,167	\$ 1,500
410	Office Supplies	\$ 681	\$ 4,000	\$ 1,800	\$ 4,000
422	Uniforms	\$ 6,538	\$ 6,500	\$ 6,500	\$ 6,500
424	Gas & Oil	\$ 158,311	\$ 120,000	\$ 117,437	\$ 120,000
427	Repairs	\$ 13,009	\$ 60,000	\$ 65,000	\$ 60,000
432	Tools	\$ 14,514	\$ 14,000	\$ 12,525	\$ 14,000
433	Shop Supplies	\$ 11,678	\$ 12,000	\$ 8,125	\$ 12,000
485	Street Sweeping	\$ 71,026	\$ 70,000	\$ 72,000	\$ 75,000
486	Street Striping	\$ 23,128	\$ 60,000	\$ 35,168	\$ 45,000
487	Signs/Signal Lights	\$ 56,235	\$ 50,000	\$ 95,000	\$ 50,000
488	Paint/Maintenance	-	\$ 2,000	\$ 1,000	\$ 2,000
490	Miscellaneous	\$ 840	\$ 1,000	\$ 500	\$ 1,000
497	Technology	\$ 854	\$ 10,000	\$ 33,530	-
610	Purchase of Vehicles	-	-	-	\$ 48,000
639	Safety Expenses	\$ 6,700	\$ 10,000	\$ 10,000	\$ 10,000
641	Equipment – Non Depreciated	-	-	\$ 750	\$ 5,000
653	Capital Improvements	\$ 11,780	\$ 50,000	\$ 43,293	\$ 50,000
657	Equipment Lease	\$ 373,256	\$ 412,645	\$ 412,645	\$ 469,886
667	Memberships & Licenses	\$ 10	\$ 6,000	\$ 10	\$ 6,000
722	Street Repairs	\$ 54,895	\$ 60,000	\$ 59,741	\$ 60,000
751	Pub/Tech Manuals/Software	\$ 407	\$ 3,000	\$ 1,000	\$ 3,000
870	Capitalized Assets	\$ 169,063	\$ 24,000	\$ 93,079	\$ 51,095
913	Tire Purchase & Repair	\$ 2,479	\$ 12,000	\$ 11,964	\$ 12,000
Total		\$ 2,634,660	\$ 2,799,829	\$ 3,048,008	\$ 2,159,855

Road Right-of-Way

This is a new budget for 2021.

The Road Right-of-Way division is now separate to give an accurate accounting of what we spend on Road Right-of-Way maintenance.

The division's staff consists of a Crew Chief, three Equipment Operators and seasonal positions.

Responsibilities include:

- Mowing;
- Maintaining flowerbeds and hanging pots;
- Watering;
- Installing and removing street pole flags; and
- Maintaining roundabouts.

Road Right-of-Way (1000-430001)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	-	-	-	\$ 178,501
114	Part-time Salaries	-	-	-	\$ 80,000
220	Social Security	-	-	-	\$ 19,775
230	Retirement	-	-	-	\$ 27,239
240	Safety Insurance	-	-	-	\$ 4,834
320	Health Insurance	-	-	-	\$ 23,651
358	Landscaping	-	-	-	\$ 32,000
427	Repairs	-	-	-	\$ 10,000
432	Tools	-	-	-	\$ 5,000
641	Equipment – Non Depreciated	-	-	-	\$ 10,000
913	Tire Purchase & Repair	-	-	-	\$ 1,500
Total					\$ 392,500

Buildings and Grounds

The City of West Fargo Buildings and Grounds Division operates under the Public Works Department and oversees the general maintenance of City-owned facilities, grounds and fleet maintenance.

The division's staff includes a Fleet and Facilities Manager, Lead Facility Maintenance Technician, two Facility Maintenance Technicians, a Shop Foreman, Lead Equipment Technician, two Equipment Technicians and a Fleet Maintenance Attendant.

Responsibilities include:

- Performing general diagnostic and maintenance activities for HVAC and plumbing systems;
- Conducting general building maintenance like fixture replacements, painting, mowing, sweeping and snow removal;
- Repairing doors, windows, roofs, flooring and furniture;
- Maintaining fire suppressions systems;
- Assisting with special events;
- Managing janitorial supplies;
- Organizing preventative maintenance and safety inspection programs;
- Overseeing key and lock system database;
- Cleaning of buildings and grounds; and
- Purchasing and maintaining fleet vehicles.

BUILDINGS AND GROUNDS (1000-455000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
110	Salaries	\$ 133,908	\$ 125,000	\$ 163,616	\$ 453,802
220	Social Security	\$ 8,797	\$ 10,000	\$ 11,291	\$ 34,716
230	Retirement	\$ 19,039	\$ 19,000	\$ 22,633	\$ 69,250
240	Workforce Safety Insurance	-	-	\$ 1,842	\$ 11,626
307	Contract Services	\$ 104,539	\$ 110,000	\$ 113,586	\$ 122,000
320	Health Insurance	\$ 27,463	\$ 30,000	\$ 34,095	\$ 106,355
340	Travel & Education	\$ 3,591	\$ 3,000	\$ 3,400	\$ 10,000
352	Heat	-	\$ 1,000	\$ 1,000	\$ 1,000
356	Telephone	\$ 1,487	\$ 2,000	\$ 1,325	\$ 3,000
358	Landscaping	\$ 93	\$ 5,000	\$ 4,500	\$ 5,000
360	Printing & Mailing	-	\$ 500	\$ 500	\$ 500
387	Medical/Vaccines	-	\$ 500	\$ 500	\$ 500
420	Operation & Maintenance	\$ 33,698	\$ 63,000	\$ 45,000	\$ 67,000
424	Gas and Oil	-	-	-	\$ 10,000
427	Repairs	-	-	-	\$ 10,000
432	Tools	\$ 1,202	\$ 4,000	\$ 3,625	\$ 10,000
500	Supplies	\$ 7,116	\$ 10,000	\$ 12,693	\$ 25,000
610	Purchase of Vehicles	-	-	-	\$ 31,500
641	Equipment – Non Depreciated	-	-	-	\$ 5,000
751	Pub/Tech Manuals/Software	-	-	-	\$ 4,000
802	Building Repair	\$ 900	\$ 4,500	\$ 4,500	\$ 5,000
870	Capitalized Assets – Over \$5,000	-	-	-	\$ 15,000
880	Cost Allocation	-	-	-	\$ (426,555)
Total		\$ 381,293	\$ 388,762	\$ 424,606	\$ 573,694

Streetlights

This is a new budget line for 2021.

The streetlights budget is now separate to give an accurate accounting of what we spend on maintaining the streetlights and traffic signals.

Responsibilities in this fund include:

- Maintaining street lights; and
- Replacing streetlights and traffic signals.

Streetlights (1000-430002)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
391	Street Lighting	-	-	-	\$ 296,850
392	Street Light Repair	-	-	-	\$ 30,000
427	Repairs	-	-	-	\$ 10,000
487	Signs/Signal Lights	-	-	-	\$ 30,000
Total					\$ 366,850

City's Share of Specials

The share of specials fund is a governmental fund whose primary purpose is to pay the city portion of special assessments on city property. The fund receives finances solely through revenues generated by the property tax levy.

Share of Specials	2019 Actual	2020 Budget	2020 Projected	2021 Budget
<i>Share of Specials</i>	\$ 196,765	\$ 188,907	\$ 188,907	\$ 202,947

West Fargo Fire Department

The West Fargo Fire Department is an all-hazards, combination fire department, responding to fires, rescues, hazmat, and emergency medical and technical rescue calls. The fire department carries out fire suppression and technical rescue, medical emergency response, fire prevention and hazardous material emergency response activities, and maintenance activities on fire equipment and fire station facilities.

The fire department staff consists of a Chief, Deputy Fire Chief of Operations, Deputy Fire Chief of Support, Deputy Fire Chief of Community Risk Reduction, Training Officer, Battalion Chiefs, Captains, Fire Inspectors and Prevention Officers, Firefighter-EMTs, an Office Coordinator and a Chaplain.

Responsibilities include:

- Administering local, state and federal fire regulations;
- Responding to emergency and non-emergency situations including fires, medical injuries and illnesses;
- Conducting fire prevention inspections;
- Preparing and presenting programs on fire prevention to citizen groups, schools and organizations; and
- Investigating fires.

The 2021 budget supports:

- Installing a station alerting system to replace an aged and failing alerting system at the Southside Fire Station. (A West Fargo Firefighter Relief Association grant will help reduce the project's overall impact to the budget.);
- Purchasing a replacement Porta-Count fit testing and SCBA testing machine;
- Designating a budget for the Emergency Management Coordinator to plan and execute large scale, multiagency exercises and drills;
- Funding a third year of an annual medical surveillance program to reduce firefighter cancer rates and extend the longevity of our most important resource – our people; and
- Eleventh year of a 30-year, low interest loan obtained in 2011 for construction of the Southside Fire Station. The loan eliminated the need to issue a bond for the project, saving that capital for other long-term projects throughout the City.

Fire (2060-415200)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses					
110	Salary	\$ 1,155,7844	\$ 1,447,740	\$ 1,590,911	\$ 1,466,228
114	Part-Time Salaries	\$ 185,910	-	-	\$ 220,000
220	Social Security	\$ 96,148	\$ 110,752	\$ 115,252	\$ 128,996
230	Retirement	\$ 157,895	\$ 220,925	\$ 188,175	\$ 223,746
240	Workforce Safety Insurance	\$ 9,232	\$ 6,660	\$ 20,148	\$ 38,995
320	Health Insurance	\$ 135,060	\$ 186,807	\$ 198,718	\$ 233,208
323	Liability Insurance	\$ 1,201	\$ 27,500	\$ 32,271	\$ 27,500
340	Education & Travel	\$ 135	\$ 65,380	\$ 76,780	\$ 88,785
356	Telephone	\$ 6,840	-	\$ 8,994	\$ 2,643
360	Misc. Printing/Mailing	\$ 189	\$ 8,380	\$ 2,493	\$ 1,000
375	Public Relations	-	\$ 9,800	\$ 7,500	\$ 8,000
387	Medical/Vaccines	-	\$ 18,900	\$ 11,283	\$ 18,900
399	Recruitment/Employment Testing	\$ 2,860	-	\$ 200	\$ 2,000
410	Office Supplies	\$ 8	\$ 1,500	\$ 5,408	\$ 6,780
420	Operations & Maintenance	\$ 2,434	\$ 14,349	\$ 11,185	\$ 10,788
422	Uniforms	-	\$ 15,625	\$ 15,625	\$ 17,600
424	Gas and Oil	-	\$ 25,639	\$ 25,639	\$ 38,280
427	Repairs	-	\$ 40,664	\$ 33,107	\$ 51,454
440	Advertising	-	\$ 2,000	\$ 2,000	\$ 2,000
497	Technology	\$ (19,960)	\$ 12,849	\$ 25,525	\$ 19,629
500	Supplies	-	\$ 10,000	\$ 12,700	\$ 10,000
527	Utilities	-	\$ 54,815	\$ 33,189	\$ 63,134
610	Vehicle Purchases-Depreciated	-	\$ 105,000	\$ 199,483	-
640	Furniture & Equipment	-	\$ 1,850	\$ 102,354	\$ 1,850
641	Equipment- Non Depreciated	-	\$ 72,000	\$ 20,482	\$ 79,000
657	Equipment Lease	-	\$ 189,295	\$ 189,295	\$ 189,295
667	Memberships	-	\$ 890	\$ 890	\$ 1,890
710	Principal	-	\$ 84,960	\$ 84,960	\$ 84,960
802	Building Repair	-	\$ 9,943	\$ 8,500	\$ 10,000
864	Equipment over \$5,000	-	-	-	\$ 52,500
Total Expenses		\$ 2,311,413	\$ 2,744,223	\$ 3,023,067	\$ 3,099,161
Revenue					
310001	Mill Levy	-	\$ 2,690,754	\$ 2,690,754	\$ 3,079,115
310002	Levy Discounts	-	\$ (99,558)	\$ (99,558)	\$ (113,927)
320000	License & Permits	-	\$ 5,000	\$ 5,000	\$ 5,000
360000	Misc. Revenues	\$ 2,508	\$ 90,000	\$ 90,000	\$ 90,000
363400	Grant from WF Rural Fire Assoc.	-	-	-	\$ 38,000
Total Revenues		\$ 17,834	\$ 2,686,196	\$ 2,686,196	\$ 3,098,188

West Fargo Public Library

The West Fargo Public Library's goal is to equip residents for success across the life span by providing educational and recreational programming, services and resources. Though books and reading are still integral to our mission, we understand that literacy entails more than getting a library card and learning to read. The West Fargo Public Library takes a "whole person" approach to literacy and quality of life in West Fargo that ensures everyone opportunities to develop educational & economic health, digital literacy, civic literacy, cultural identity and personal well-being.

The library staff consists of a Library Director, Library Service Managers, Circulation Supervisor, Communications Specialist, Office Coordinator, Library Specialists and Library Assistants. The department operates in three distinct service areas – patron services, technical services and programming – to provide robust and efficient services to residents. Patron services staff offer direct customer service to library patrons, including providing reading recommendations, technology and job search assistance, notary public services, managing circulation of library materials, as well as facilitating these services off-site through community outreach. Technical Services staff develops the library's print and electronic collections to ensure they meet the needs and interests of a diverse and changing West Fargo community. Programming staff provide educational and recreational classes, cultural events and literacy programming for all residents.

The 2021 budget supports:

- Adding a new full-time children's librarian position reporting to the Youth Services Manager, providing residents with responsive literacy programming for infants through elementary-age children, one of the library's most in-demand services;
- Enhancing service to youth and parents at the public service desk with expertise specific to the educational needs and well-being of youth;
- Utilizing of the Youth Services Manager's time to build closer partnerships with the West Fargo Public Schools, allowing the department to improve service to older youth;
- Providing professional development and training for staff in all service areas to ensure innovative service to the public; and
- Continuing membership in the Online Dakota Information Network consortium, allowing public access and discovery of the library's physical and electronic collections.

Library (7000-411600)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses					
110	Salaries	\$ 613,727	\$ 608,944	\$ 691,963	\$ 683,521
114	Part-time Salaries	\$ 118,534	\$ 121,413	\$ 20,500	\$ 124,365
220	Social Security	\$ 54,150	\$ 55,872	\$ 52,925	\$ 61,803
230	Retirement	\$ 84,109	\$ 91,727	\$ 85,898	\$ 96,223
240	Workforce Safety Insurance	\$ 1,022	\$ 3,360	\$ 10,164	\$ 1,865
245	Continuing Education	\$ 2,179	\$ 3,000	\$ 600	-
312	Attorney	-	\$ 1,000	\$ 1,000	\$ 1,000
250	Unemployment	-	\$ 1,000	\$ 500	\$ 1,000
320	Health Insurance	\$ 53,173	\$ 76,888	\$ 61,447	\$ 101,995
333	Building Rental	\$ 143,880	\$ 144,000	\$ 130,500	\$ 151,800
340	Travel & Education	\$ 5,126	\$ 2,980	\$ 2,980	\$ 7,050
356	Telephone	-	\$ 2,400	\$ 2,400	\$ 6,650
360	Miscellaneous Printing	\$ 5,842	\$ 9,245	\$ 8,600	\$ 7,000
387	Medical and Vaccines	-	\$ 500	\$ 500	\$ 500
399	Recruitment	\$ 1,897	\$ 3,000	\$ 1,000	\$ 3,000
410	Office Supplies	\$ 14,821	\$ 18,000	\$ 16,000	\$ 15,000
428	Service Agreement Contracts	\$ 14,597	\$ 17,500	\$ 14,500	\$ 11,955
497	Technology	\$ 55,592	\$ 51,962	\$ 51,962	\$ 25,199
640	Furniture & Equipment	\$ 7,962	\$ 17,500	\$ 17,500	\$ 7,762
644	Postal Meter Rent	\$ 1,173	\$ 1,500	\$ 1,200	\$ 1,200
648	Professional Publications	\$ 1,632	\$ 1,200	\$ 1,200	\$ 1,200
649	Programming	\$ 8,587	\$ 11,000	\$ 11,000	\$ 11,000
650	Electronic Resources	\$ 27,002	\$ 30,250	\$ 28,136	\$ 36,000
662	Books	\$ 94,492	\$ 100,750	\$ 100,750	\$ 100,750
663	Magazines	\$ 5,928	\$ 6,500	\$ 6,500	\$ 6,500
664	Audio and Video	\$ 23,401	\$ 31,500	\$ 24,500	\$ 31,500
667	Memberships	\$ 886	\$ 1,247	\$ 1,247	\$ 3,218
669	Insurance	\$ 858	\$ 1,750	\$ 1,750	\$ 1,750
672	Emergency Medical Supplies	\$ 245	\$ 250	\$ 250	\$ 250
673	Cleaning Supplies	\$ 349	\$ 500	\$ 500	\$ 500
689	Promotional Activities	\$ 9,609	\$ 11,400	\$ 11,400	\$ 11,400
750	Miscellaneous	\$ 703	\$ 750	\$ 750	\$ 750
901	Cataloguing	\$ 2,064	\$ 2,300	\$ 2,300	\$ 2,300
903	History Room	\$ 1,818	\$ 2,500	\$ 2,500	-
994	ODIN	\$ 7,003	\$ 7,000	\$ 7,000	\$ 12,000
Total		\$ 1,372,400	\$ 1,440,688	\$ 1,371,922	\$ 1,528,006
Revenues					
310001	Taxes	\$ 1,093,593	\$ 1,081,616	\$ 1,081,616	\$ 1,395,020
310002	Levy Discounts	-	-	-	\$ (51,616)
335600	Intergovernmental	\$ 35,154	-	-	\$ 31,000
345200	Charges for Services	\$ 471	\$ 500	\$ 500	\$ 500
360000	Miscellaneous	\$ 35,505	\$ 21,200	\$ 21,200	\$ 16,000
375000	Pledges	\$ 2,823	\$ 2,000	\$ 2,000	\$ 2,000
Total		\$ 1,167,546	\$ 1,105,316	\$ 1,105,316	\$ 1,392,904

West Fargo Municipal Airport Authority

The West Fargo Airport Authority governs the workings of the West Fargo Municipal Airport in West Fargo, North Dakota. The airport is used by private and commercial pilots around the region and offers aircraft maintenance, hanger space, 24-hour fueling, pilot building and crew car. The airport serves as a base for incoming and outgoing flights into West Fargo, flight instruction, West Fargo Public Schools aviation class field trips, as well as crop dusting, maintenance shop and skydiving businesses.

The 2021 budget supports:

- Asphalt crack seal and sealcoat of the runway, taxiway, and parking area
- Continuation of ongoing operations and its General Manager staff member, responsible for the airport operations and maintenance.

Airport (7050)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses					
120	Salaries	\$ 600	\$ 600	\$ 600	\$ 600
307	Contract Services	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600
312	Attorney	-	\$ 1,000	-	\$ 1,000
321	Property Insurance	\$ 756	\$ 750	\$ 750	\$ 750
323	Liability Insurance	\$ 3,004	\$ 3,200	\$ 2,700	\$ 3,200
340	Travel & Education	-	-	-	\$ 100
356	Telephone	\$ 687	\$ 800	\$ 662	\$ 800
360	Miscellaneous Printing	\$ 95	\$ 200	\$ 100	\$ 100
420	Operation & Maintenance	\$ 49,091	\$ 40,000	\$ 40,000	\$ 40,000
426	Machinery and Parts	\$ 10,641	\$ 5,000	\$ 5,000	-
657	Equipment Lease	-	-	-	\$ 19,000
653	Capital Improvements	\$ 139,932	\$ 85,000	\$ 85,000	\$ 71,000
Total		\$ 245,336	\$ 176,150	\$ 174,412	\$ 176,150
Revenue					
310001	Property Taxes	\$ 149,834	\$ 155,472	\$ 155,472	\$ 155,472
360000	Miscellaneous Revenue	\$ 841	\$ 21,000	\$ 21,000	\$ 21,000
Total		\$ 150,675	\$ 176,472	\$ 176,472	\$ 176,472

Special Revenue Funds (Non-Levied Funds)

Sales and Use Taxes

Cities or counties that have adopted home rule charters, such as the City of West Fargo, may levy sales and use taxes on top of the State of North Dakota's tax. During the June 2014 primary election, taxpayers voted to have the City of West Fargo's sales and use tax increase 1% to 2%.

In 2021, the City of West Fargo should collect \$8,418,000 in sales and use tax. Three quarters of the taxes will move into a capital improvement fund and 25% goes to economic and job development.

Park

The City of West Fargo receives state aid distribution from the State of North Dakota on a quarterly basis. Seventy-two percent of the state aid is the City share and goes into the General Fund. The West Fargo Park District receives the remaining 28%, which is run through this fund directly to the Park District. The North Dakota League of Cities estimates that the state aid distribution will be \$82.00 per capita, based on the 2018 U.S. Census estimate of 36,566 people living in West Fargo.

Sales and Use Taxes	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
<i>Transfers Out</i>	\$ 16,285,604	\$ 10,500,000	\$ 10,000,000	\$ 8,400,000
Total	\$ 16,285,604	\$ 10,500,000	\$ 10,000,000	\$ 8,400,000
Revenues				
<i>Sales Taxes</i>	\$ 10,387,248	\$ 10,500,000	\$ 10,000,000	\$ 8,400,000
<i>Miscellaneous Revenue</i>	\$ 45,307	\$ 35,000	\$ 10,000	\$ 18,000
Total	\$ 10,432,285	\$ 10,535,000	\$ 10,010,000	\$ 8,418,000

Park	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
<i>Share of State Aid</i>	\$ 851,249	\$ 804,980	\$ 804,980	\$ 680,999
Total	\$ 851,249	\$ 804,980	\$ 804,980	\$ 680,999
Revenues				
<i>State Aid Revenue</i>	\$851,249	\$804,980	\$804,980	\$680,999
Total	\$851,249	\$804,980	\$804,980	\$680,999

Forestry

The City of West Fargo Forestry Division promotes and maintains a safe and healthy urban forest to enhance the visual appeal and environmental quality of the City of West Fargo. The department also works to provide public education on the benefits of forestry to make citizens aware of the great importance of tree planting and maintenance.

This division consists of a Program Coordinator/Forester, and two Arborists.

Responsibilities include:

- Diagnosing diseases, prevention and inspections;
- Providing public education and outreach;
- Applying for grant;
- Administering permits for tree plantings in new development areas;
- Facilitating Urban Forestry Committee efforts;
- Planting, removing and pruning trees;
- Maintaining landscapes; and
- Collecting branches.

The Forestry Division receives funds through the Forestry Fund, a special revenue fund facilitated through a small, monthly forestry fee on the regular utility bills.

Forestry (2210-428000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses					
110	Salaries	\$ 78,879	\$ 81,224	\$ 96,124	\$ 102,627
114	Part Time Salaries	\$ 86,862	\$ 100,000	\$ 78,000	\$ 20,000
220	Social Security	\$ 12,4000	\$ 6,100	\$ 7,292	\$ 9,381
230	Retirement	\$ 11,517	\$ 12,100	\$ 14,289	\$ 15,508
240	Workforce Safety Insurance	\$ 3,000	-	\$ 1,340	\$ 2,468
320	Health Insurance	\$ 1,567	\$ 2,000	\$ 3,300	\$ 1,171
340	Travel & Education	\$ 2,252	\$ 10,500	\$ 2,000	\$ 11,500
358	Landscaping	\$ 13,750	\$ 15,000	\$ 12,000	\$ 8,000
360	Miscellaneous Printing	\$ 527	\$ 3,000	\$ 2,000	\$ 4,000
375	Public Participation/Outreach	-	-	-	\$ 2,000
387	Medical/Vaccines	-	\$ 1,000	\$ 100	\$ 1,000
399	Recruiting	\$ 2,191	\$ 1,000	\$ 290	\$ 1,000
410	Office Supplies	\$ 346	\$ 250	\$ 450	\$ 500
426	Machinery Parts	\$ 2,605	\$ 3,500	\$ 2,600	\$ 3,500
427	Repairs	\$ 4,591	\$ 1,500	\$ 1,400	\$ 1,500
432	Tools	-	-	\$ 1,621	\$ 1,500
446	Tree Purchase	\$ 37,641	\$ 20,000	\$ 16,215	\$ 35,000
487	Signs/Signal Lights	\$ 888	\$ 300	\$ 300	\$ 300
641	Equipment - non depreciated	\$ 6,695	\$ 9,000	\$ 2,225	\$ 5,000
657	Equipment Lease	\$ 40,050	\$ 54,000	\$ 54,000	\$ 46,091
667	Memberships	\$ 525	\$ 500	\$ 640	\$ 540
758	Tree Removal Fee	-	\$ 5,000	\$ 3,857	\$ 5,000
870	Capitalized Assets over \$5,000	\$ 39,390	\$ 31,500	\$ 16,850	\$ 6,500
Total		\$ 369,916	\$ 357,474	\$ 316,893	\$ 284,085
Revenue					
	Forestry	\$ 117,577	\$ 100,000	\$ 98,000	\$ 298,000
	Miscellaneous	-	\$ 2,500	\$ 2,500	\$ 2,500
Total		\$ 117,577	\$ 102,500	\$ 100,500	\$ 300,500

Special Revenue Funds: Non-major funds

The following funds are special revenue funds classified as non-major. Activity in these funds is minimal as a percentage of total special revenue fund activity. These budgets balance, except for the transfer of excess prior year revenues out of the Gaming Fund to the General Fund and the Tourism and Events Committee.

Gaming (2110)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Transfer Out	-	\$ 12,000	\$ 3,100	\$ 12,000
Revenue				
Gaming Funds	\$ 3,200	\$ 12,000	\$ 3,100	\$ 12,000
Net	\$ 3,200	-	-	-

Municipal Highway (2130)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Transfer Out	\$ 1,600,000	\$ 1,731,428	\$ 1,450,000	\$ 1,685,142
Revenue				
Highway Tax Payments	\$ 1,681,729	\$ 1,731,428	\$ 1,450,000	\$ 1,385,142
Net	\$ 81,729	-	-	\$ (300,000)

FM CVB (2141)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Advertising – Lodging Tax	\$ 221,825	\$ 140,000	\$ 85,000	\$ 98,000
Capital Improvements	\$ 98,739	\$ 70,000	\$ 42,500	\$ 49,000
Revenue				
Lodging/Restaurant Tax	\$ 213,709	\$ 140,000	\$ 85,000	\$ 98,000
Lodging Tax	\$ 106,855	\$ 35,000	\$ 42,000	\$ 49,000
Net	-	\$ 35,000	\$ 500	-

Tree Planting (5000)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Miscellaneous	\$ 26,120	-	\$ 28,000	\$ 35,000
Transfer Out	-	\$ 200,000	\$ 200,000	-
Revenue				
Fees	\$ 84,000	-	\$ 84,000	\$ 84,000
Net	\$ 57,880	\$ (200,000)	\$ (144,000)	\$ 49,000

City Utility (2230)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Water Meters	\$ 219,108	\$ 130,000	\$ 125,000	\$ 133,000
Revenue				
Water Meter Sales	\$ 105,080	\$ 90,000	\$ 92,000	\$ 90,000
Water Hookup Fee	\$ 17,597	\$ 20,000	\$ 20,000	\$ 20,000
Sewer Hookup Fee	\$ 16,350	\$ 20,000	\$ 20,000	\$ 20,000
Interest on Investments	-	\$ 6,000	\$ 3,000	\$ 3,000
Total Revenue	\$ 139,027	\$ 136,000	\$ 135,000	\$ 133,000
Net	\$ (80,081)	\$ 6,000	\$ 10,000	-

Night to Unite (2500)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
National Nite Out	\$ 5,520	\$ 5,520	-	\$ 5,200
Revenue				
Donations	\$ 4,000	\$ 5,200	\$ 2,000	\$ 5,200
Transfers In	\$ 1,000			
Total Revenue	\$ 5,000	\$ 5,200	\$ 2,000	\$ 5,200
Net	\$ (520)	-	\$ 2,000	-

Asset Forfeitures (2950)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Misc.	\$ 62,026	-	-	-
Transfer Out	\$ 15,000	\$ 30,000	\$ 30,000	\$ 30,000
Total Expenses	\$ 77,026	\$ 30,000	\$ 30,000	\$ 30,000
Revenues				
Misc. Revenue	\$ 26,923	\$ 30,000	\$ 30,000	\$ 30,000
Total Revenue	\$ 26,923	\$ 30,000	\$ 30,000	\$ 30,000
Net	\$ (50,103)	-	-	-

Tourism and Events	Fund 2900	Fund 2800	Fund 2805	Fund 2810	Fund 2820	Total Funds
	Cruise Night	West Fest	Taste of West Fargo	Arts Social	Street Fair	
Revenues						
Interest	-	-	-	-	-	-
Sponsorships	\$ 12,000	\$ 17,000	-	-	\$ 5,000	\$ 34,000
Parade Participation Fees	-	\$ 8,000	-	-	-	\$ 8,000
Softball Registration	-	\$ 1,375	-	-	-	\$ 1,375
Vendor Fees	\$ 2,000	\$ 1,300	-	-	\$ 5,000	\$ 8,300
Ticket Sales	-	-	\$ 2,500	-	-	\$ 2,500
Total Revenues	\$ 14,000	\$ 27,675	\$ 2,500	\$ 10,000	\$ 10,000	\$ 54,175
Expenditures						
Advertising	\$ 4,300	\$ 7,000	\$ 1,000	\$ 1,000	\$ 5,000	\$ 18,300
Donations	-	-	-	-	-	
Printing & Mailing	\$ 500	\$ 500	\$ 500	-	-	\$ 1,500
Culture & Recreation	\$ 6,700	\$ 19,000	\$ 500	\$ 1,500	\$ 5,000	\$ 32,700
Total Expenditures	\$ 11,500	\$ 26,500	\$ 2,000	\$ 2,500	\$ 10,000	\$ 52,500
Excess (Deficiency) of Revenues						
Over Expenditures	\$ 2,500	\$ 1,175	\$ 500	\$(2,500)	-	\$ 1,675
Other Financing Sources (Uses):						
Transfers in	E	-	-	\$ 2,500	\$ 5,000	\$ 7,500
Net	\$ 2,500	\$ 1,175	\$ 500	\$(2,500)	-	\$ 9,175

Vector Control (2200)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Mosquito Control	\$ 128,584	\$ 100,000	\$ 115,000	\$ 100,000
Revenues				
Vector Collections	\$ 94,999	\$ 100,000	\$ 100,000	\$ 100,000
Net	\$ 33,585	-	\$ 15,000	-

Economic Development

The Economic Development fund is a special revenue fund with City sales tax as the primary source of revenue. Twenty-five percent of a 2% sales and use tax imposed on all purchases transfer to this fund from the sales tax fund. The dedication of the tax is for economic development and job creation.

Economic Development (2960)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
<i>Attorney</i>	\$ 31,505	\$ 20,000	\$ 20,000	\$ 20,000
<i>Engineering</i>	\$ 9,861	\$ 10,000	\$ 10,000	\$ 10,000
<i>Misc. Printing and Mailing</i>	-	\$ 3,000	\$ 3,000	\$ 3,000
<i>Economic Development</i>	\$ 1,061,056	\$ 1,520,010	\$ 1,520,010	\$ 998,457
<i>Professional Services</i>	\$ 60,000	\$ 15,000	\$ 15,000	\$ 15,000
<i>Grant Money Purchases</i>	\$ 1,514	-	-	-
<i>Incentive Program Grants</i>	\$ 62,868	\$ 600,000	\$ 525,000	\$ 525,000
Total Expenses	\$ 1,232,841	\$ 2,168,010	\$ 2,093,010	\$ 1,571,457
Other Expenses	\$ 149,452	\$ 291,043	\$ 291,043	\$ 258,807
Revenues				
<i>Rent</i>	\$ 40,000	\$ 10,000	\$ 10,000	\$ 20,000
<i>Interest</i>	-	\$ 5,000	\$ 5,000	\$ 2,500
<i>Contributions from Private</i>	\$ 193,710	-	-	-
<i>Sponsorship-Naming Rights</i>	\$ 30,000	-	-	-
<i>Transfer In</i>	\$ 2,801,872	\$ 2,571,850	\$ 2,571,850	\$ 2,122,500
Total Revenue	\$ 3,065,582	\$ 2,586,850	\$ 2,586,850	\$ 2,122,500
Net	\$ 1,683,289	\$ 127,797	\$ 202,797	\$ 292,236

Capital Improvements

The Capital Improvements fund is a special revenue fund with City sales tax as the primary source of revenue. Seventy-five percent of a 2% sales and use tax imposed on all purchases transfer to this fund from the sales tax fund. The dedication of the tax is for infrastructure and improvements.

Capital Improvements (2970)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses					
	Contract Services	\$ 1,600	-	-	\$ 5,000
	Engineering	\$ 261,189	-	-	\$ 195,000
	Land and Real Property Purchase	\$ 8,000	-	-	-
	Capital Improvements	\$ 25,209	\$ 250,000	\$ 250,000	\$ 350,000
	Construction in Progress	\$ 601	-	-	-
	Consulting/Testing Fees	\$ 1,173	-	-	-
	Pavement Management	\$ 7,853	-	-	\$ 5,000
	Total Expenses	\$ 305,625	\$ 250,000	\$ 250,000	\$ 555,000
Other Expenses	Transfers Out	\$ 448,358	\$ 7,710,550	\$ 7,710,550	\$ 5,940,000
	Total Expenses (All)	\$ 753,983	\$ 7,960,550	\$ 7,960,550	\$ 6,495,000
Revenues					
	Special Assessments	\$ 40,595	\$ 30,000	\$ 30,000	\$ 30,000
	Interest		\$ 100,000	\$ 100,000	\$ 50,000
	Overdimensional Vehicle Permit	\$ 158,410	\$ 115,000	\$ 115,000	\$ 115,000
	Transfer In	\$ 8,405,590	\$ 7,715,550	\$ 7,960,550	\$ 6,300,000
	Total Revenue	\$ 8,604,595	\$ 7,960,550	\$ 7,960,550	\$ 6,495,000
Net		\$ 7,850,612	-	-	-

South Facilities Hookup (2980)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses					
	Buyout Agreement	\$ 27,720	\$ 50,000	\$ 30,000	\$ 50,000
	Total Expenses	\$ 27,720	\$ 50,000	\$ 30,000	\$ 50,000
Revenues					
	Sewer Hookup Fee	\$ 267,560	\$ 45,000	\$ 45,000	\$ 50,000
	Misc. Revenue		\$ 21,300	\$ 10,000	\$ 10,650
	Total Revenue	\$ 267,560	\$ 66,000	\$ 55,000	\$ 60,650
Net		\$ 239,840	\$ 16,000	\$ 25,000	\$ 10,650

Debt Service Funds

Debt service is the amount of money required over a period to repay debts. It includes repayment of principal and interest, and lease payments (on business vehicles, for example). To the right is a table of the 2021 budgeted revenue and expenses for the open debt service funds for special assessment districts, TIF districts and water and sewer bonds. These debt services funds finance a variety of City projects. The total expenditures represent total debt payments for 2021 and total revenue represents projected special assessment and TIF collections.

Debt Service Description	318000 Revenue	710 Principal	720 Interest	740 Fees
RIB 2011C	\$ 580,000	\$ 380,000	\$ 202,260	\$ 1,232
RIB 2011B	\$ 200,000	-	-	-
RIB 2011A	\$ 200,000	-	-	-
2006 Sidewalk	\$ 7,000	-	-	-
RIB 2019A/RIB 2008C	\$ 407,500	\$ 465,000	\$ 45,570	\$ 612
RIB 2012B	\$ 301,500	\$ 595,000	\$ 5,504	\$ 1,172
GO 2009	\$ 955,000	\$ 810,000	\$ 144,248	\$ 1,004
NDPFA 2009	\$ 27,000	\$ 15,000	\$ 20,047	\$ 133
RIB 2019A/RIB 2009C	\$ 400,000	\$ 350,000	\$ 126,809	\$ 612
RIB 2010 A (refund of 2003E & 2004A)	\$ 605,000	-	-	-
RIB 2010B	\$ 388,000	\$ 280,000	\$ 136,359	\$ 1,228
RIB 2012A	\$ 910,000	\$ 660,000	\$ 294,809	\$ 1,232
2012 Sidewalk	\$ 12,500	\$ 20,000	\$ 675	\$ 1,226
RIB 2012C (Ref 2006B & 2005D)	\$ 735,000	-	-	-
RIB 2012D	\$ 2,368,000	\$ 1,485,000	\$ 627,220	\$ 1,236
RIB 2013A	\$ 1,015,000	\$ 695,000	\$ 284,100	\$ 1,236
RIB 2013B	\$ 910,000	\$ 600,000	\$ 335,434	\$ 1,240
2012 Sidewalk District (6050)	\$ 29,000	-	-	-
RIB 2014A	\$ 1,225,000	\$ 815,000	\$ 392,100	\$ 1,240
RIB 2014B	\$ 1,510,000	\$ 910,000	\$ 515,985	\$ 1,244
RIB 2015A	\$ 2,100,000	\$ 1,225,000	\$ 802,125	\$ 1,248
RIB 2015B	\$ 1,830,000	\$ 1,050,000	\$ 660,600	\$ 1,248
RIB 2016A	\$ 2,100,000	\$ 1,280,000	\$ 708,394	\$ 1,252
RIB 2017A	\$ 3,660,000	\$ 1,165,000	\$ 1,302,038	\$ 1,256
Definitive Warrants 2017 \$10 million	-	\$ 335,567	\$ 173,040	-
2018A Refunding	\$ 1,775,000	\$ 1,285,000	\$ 60,875	\$ 1,180
Definitive Warrants 2017 \$5 million	-	\$ 165,062	\$ 95,224	-
RIB 2018B	\$ 1,400,000	\$ 900,000	\$ 1,166,288	\$ 1,260
RIB 2019B	\$ 2,060,000	\$ 890,000	\$ 1,168,119	\$ 1,180
TIF WF 2 nd & 3 rd	\$ 95,000	-	-	-
TIF Sterling	\$ 320,000	-	-	-
TIF Butler	\$ 1,100,000	-	-	-
TIF Titan	\$ 550,000	\$ 40,000	\$ 10,155	\$ 1,238
TIF Meadow Brook/Sandhills 2018	\$ 34,000	-	-	-
Total Debt Service Funds	\$28,809,500	\$16,415,629	\$9,277,976	\$24,509
Other Debt Service Description	318000 Revenue	710 Principal	720 Interest	740 Fees
South Fire Station Note	-	\$ 84,960	-	-
Fire Engines Financing Lease	-	\$ 139,925	\$ 49,369	-
W&S Rev Bonds of 2012	-	\$ 470,000	\$ 194,241	\$ 1,028
W&S Rev Bonds of 2019	-	\$ 275,000	\$ 147,653	\$ 1,044
Total Other Debt Service		\$ 969,885	\$ 391,262	\$ 2,072

Proprietary Funds and Other Funds

The City of West Fargo has three proprietary funds – sanitation, water and sewer – that receive revenue through user fees collected monthly through the utility bill.

The City assists the West Fargo Park District with the administrative process of assessing and collecting special assessment districts they create. Cass County collects the funds through property tax statements. The County transfers the funds to the City and the City transfers the funds to the West Fargo Park District

West Fargo Park District (451000)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
Expenses				
Share of Specials	\$ 449,248	\$ 371,000	\$ 784,930	\$ 371,000
Revenue				
Special Assessments	\$ 370,034	\$ 371,000	\$ 351,233	\$ 371,000
Prepayments	\$ 40,945	-	\$ 440,464	-
Total Revenues	\$ 410,979	\$ 371,000	\$ 791,697	\$ 371,000
Net	\$ (38,269)	-	\$ 6,767	-

Sanitation

The City of West Fargo Sanitation Division, under the Public Works Department, receives funds through user fees for the collection and disposal of household, commercial and industrial waste. The fees for garbage and recycling collection vary on the type of structure and on the volume and number of pickups per month. Currently, for a household dwelling, the base charge is \$17.50 per month for weekly collections of garbage.

The division's staff includes a Sanitation Manager, Sanitation Foreman, Sanitation Operators and a Sanitation Welder Technician.

Responsibilities include:

- Collecting residential and commercial garbage collection;
- Coordinating with recycling contractor;
- Providing roll-off rentals;
- Managing the Transfer Station and inert landfill;
- Repairing equipment and materials; and
- Consulting with new and existing businesses on solid waste disposal problems.

Sanitation Enterprise (6010-450200)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Revenue					
344200	Garbage Collections	\$ 3,206,613	\$ 3,377,839	\$ 4,415,476	\$ 3,377,839
344400	Inert Landfill	\$ 33,587	\$ 30,000	\$ 125,614	\$ 30,000
344600	Dumpster Collections	\$ 162,757	\$ 1,179,480	\$ 247,412	\$ 1,179,480
344700	Tipping Fees	\$ 45,014	\$ 61,391	\$ 51,102	\$ 61,391
360000	Miscellaneous	\$ 14,942	\$ 7,500	\$ 7,500	\$ 7,500
Total Revenues		\$ 3,462,913	\$ 4,656,210	\$ 4,847,104	\$ 4,656,210
Expenses					
110	Salaries	\$ 970,608	\$ 861,141	\$ 921,294	\$ 935,342
220	Social Security	\$ 69,542	\$ 67,790	\$ 66,950	\$ 71,554
230	Retirement	\$ 127,902	\$ 131,410	\$ 147,215	\$ 138,918
240	Workforce Safety Insurance	\$ 18,463	\$ 3,961	\$ 11,985	\$ 46,301
307	Contract Services	\$ 201	-	\$ 802	\$ 1,500
320	Health Insurance	\$ 125,558	\$ 163,792	\$ 140,236	\$ 156,715
323	Liability Insurance	-	-	-	\$ 20,000
340	Travel and Education	\$ 100	\$ 4,000	\$ 500	\$ 9,000
352	Heat	\$ 1,016	\$ 1,500	\$ 1,200	\$ 1,500
355	Landfill	\$ 1,044,395	\$ 1,197,000	\$ 1,050,000	\$ 1,197,000
357	Non-Landfill Disposal	-	\$ 12,000	\$ 12,000	\$ 12,000
360	Misc. Printing and Mailing	\$ 2,098	\$ 4,000	\$ 2,000	\$ 3,000
386	License Fees	-	\$ 250	\$ 250	\$ 250
387	Medical/Vaccines	-	\$ 2,000	\$ 100	\$ 2,000
399	Recruitment/Employee Testing	\$ 1,349	\$ 500	\$ 1,218	\$ 500
410	Office Supplies	\$ 630	\$ 1,200	\$ 1,267	\$ 1,200
420	Operation & Maintenance	\$ 633	\$ 10,000	\$ 22,000	\$ 10,000
422	Uniforms	\$ 6,527	\$ 9,000	\$ 6,896	\$ 9,000
424	Gas and Oil	\$ 142,908	\$ 145,000	\$ 127,764	\$ 145,000
427	Repairs	\$ 149,365	\$ 90,000	\$ 85,000	\$ 90,000
433	Shop Supplies	\$ 6,450	\$ 6,000	\$ 5,500	\$ 6,000
444	Property Damage-Repairs	\$ 1,137	-	-	\$ 1,000
490	Miscellaneous	-	\$ 1,000	\$ 1,000	\$ 1,000
639	Safety Expenses	\$ 1,600	\$ 3,000	\$ 3,000	\$ 3,000
641	Equipment-non depreciated	\$ 161	\$ 13,000	\$ 13,000	\$ 13,000
657	Leased Equipment	-	-	-	\$ 110,205
665	Dumpsters/Bins	\$ 46,264	\$ 42,000	\$ 43,572	\$ 66,000
870	Capitalized Assets	\$ 52,951	\$ 180,000	\$ 52,950	\$ 553,500
880	Cost Allocation	-	-	-	\$ 389,125
912	Clean up Week	-	\$ 1,000	-	\$ 1,000
913	Tire Purchases and Repair	\$ 43,709	\$ 45,000	\$ 39,126	\$ 45,000
914	Dumpster Repair	\$ 11,602	\$ 25,000	\$ 16,051	\$ 25,000
916	Recycle Expense	\$ 893,421	\$ 775,000	\$ 934,000	\$ 900,000
Total Expenses		\$ 3,746,419	\$ 4,052,278	\$ 3,756,643	\$ 4,964,610
Net		\$ (283,506)	\$ 603,932	\$ 1,090,461	\$ (308,400)

Water

The City of West Fargo Water Division, under the Public Works Department, receives funds through user fees for the supply of water. A rate increase took place in July 2020. The fees for water are a fixed monthly charge of \$7.25, and \$7.00 for every 1,000 gallons of water consumed.

The division's staff includes a Water Foreman, Water Crew Chief, Meter Technician, Diversion Superintendent and five Equipment Operators.

Responsibilities include:

- Overseeing projects operations;
- Maintaining of water distribution systems and fire hydrants; Inspecting construction projects and excavation permits;
- Repairing hydrants, valves and meters;
- Locating City-owned utilities; and
- Maintaining the City's SCADA system.

The 2021 budget supports the addition of an Operations Manager and Equipment Operator.

Water Enterprise (6020-450000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Revenue					
	Fees	\$ 118,090	\$ 120,000	\$ 104,900	\$ 120,000
	Water Charges	\$ 7,267,586	\$ 8,000,000	\$ 7,125,856	\$ 8,000,000
	Miscellaneous	\$ 62,171	\$ 70,000	\$ 60,000	\$ 70,000
	Rent	\$ 20,255	\$ 20,000	\$ 23,100	\$ 20,000
	SE Cass Water Resources	\$ 38,684	\$ 50,000	\$ 49,610	\$ 50,000
	Sump Pump Variance	\$ 38,363	\$ 40,000	\$ 35,000	\$ 40,000
	Permits	\$ 12,285	\$ 15,000	\$ 15,000	\$ 15,000
Total Revenues		\$ 7,621,949	\$ 8,442,000	\$ 7,413,466	\$ 8,315,000
Expenses					
110	Salaries	\$ 1,317,227	\$ 1,377,938	\$ 1,514,054	\$ 665,883
209	Classified ads	-	\$ 500	\$ 500	\$ 500
220	Social Security	\$ 93,826	\$ 109,122	\$ 112,843	\$ 50,940
230	Retirement	\$ 176,775	\$ 210,273	\$ 194,499	\$ 97,036
240	Workforce Safety Insurance	\$ 6,924	6,338	\$ 19,176	\$ 10,338
320	Health Insurance	\$ 154,267	\$ 211,882	\$ 213,416	\$ 123,524
323	Liability Insurance	\$ 150,292	-	-	\$ 10,000
335	Water Testing	\$ 21,263	\$ 40,000	\$ 35,000	\$ 40,000
340	Travel & Education	\$ 20,737	\$ 15,000	\$ 2,500	\$ 20,000
345	Water Purchases	\$ 3,029,003	\$ 3,800,000	\$ 3,713,728	\$ 3,800,000
351	Lights/Electricity	\$ 416,206	-	\$ 355,478	\$ 225,000
356	Telephone	\$ 37,173	\$ 23,000	\$ 37,057	\$ 23,000
360	Misc. Printing & Mailing	\$ 100,041	\$ 93,000	\$ 88,990	\$ 93,000
382	Radio Repair	-	\$ 500	\$ 500	\$ 500
387	Medical/Vaccines	-	\$ 375	\$ 680	\$ 375
394	Gravel and Mix	\$ 2,191	\$ 40,000	\$ 25,000	\$ 40,000
399	Recruitment	\$ 1,127	\$ 500	\$ 1,323	\$ 500
410	Office Supplies	\$ 1,157	\$ 2,500	\$ 1,500	\$ 2,500
412	Locates	\$ 15,432	\$ 20,000	\$ 15,500	\$ 20,000
420	Operation/Maintenance new	\$ 16	\$ 30,000	\$ 22,000	\$ 30,000
422	Uniforms	\$ 4,583	\$ 4,625	\$ 4,600	\$ 4,625
424	Gas and Oil	\$ 87,782	\$ 85,000	\$ 60,223	\$ 85,000
427	Repairs	\$ 47,794	\$ 65,000	\$ 49,000	\$ 65,000
430	Alarms/SCADA	-	\$ 15,000	\$ 5,000	\$ 15,000
431	Lab Supplies	\$ 260	\$ 1,500	\$ 1,000	\$ 1,500
432	Tools	\$ 11,379	\$ 15,000	\$ 14,000	\$ 15,000
433	Shop Supplies	\$ 7,610	\$ 13,000	\$ 9,000	\$ 13,000
438	Repair to Water Lines	\$ 94,429	\$ 150,000	\$ 125,000	\$ 150,000
610	Vehicles Purchased	-	-	-	\$ 96,000
639	Safety Expenses	\$ 5,417	\$ 8,000	\$ 7,500	\$ 8,000
641	Equipment-Non Depreciated	\$ 6,920	\$ 4,500	\$ 4,500	\$ 5,000
657	Equipment Lease	\$ 20,025	\$ 20,025	\$ 20,025	\$ 20,025
667	Memberships	\$ 3,888	\$ 9,000	\$ 5,000	\$ 5,000
751	Pub/Tech Manuals/Software	\$ 96	\$ 3,250	\$ 3,250	\$ 3,250
822	Fees for State Health Dept.	\$ 245	\$ 2,500	\$ 2,500	\$ 1,500
870	Capitalized Assets – Over \$5,000	-	\$ 55,000	\$ 62,290	\$ 175,000
880	Cost Allocation	-	-	-	\$ 499,593
Total Operation Expenses		\$ 6,109,500	\$ 6,585,813	\$ 7,015,826	\$ 6,429,589

Water Enterprise (CONTINUED)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Debt Services					
710	Principal	\$ 430,000	\$ 690,000	\$ 690,000	\$ 745,000
720	Interest	\$ 430,271	\$ 580,406	\$ 453,406	\$ 341,894
740	Service Charges	\$ 1,646	\$ 2,072	\$ 2,072	\$ 2,072
Total Debt Service		\$ 861,917	\$ 1,272,478	\$ 1,145,478	\$ 1,088,966
Total Expenses		\$ 6,971,417	\$ 7,858,291	\$ 8,161,304	\$ 7,518,55
Net		\$ 650,532	\$ 583,709	\$ (747,838)	\$ 796,445

Sewer

The City of West Fargo Sewer Division, under the Public Works Department, receives funds through user fees for the use and maintenance of the City's storm and sanitary sewer network. A new rate increase took place in July 2020. The fee for sewer are based on the same metered water consumption used to calculate a resident's water bill and includes a fixed monthly service fee of \$9 and \$4 for every 1,000 gallons. Sewer usage charges also stop accruing at 8,000 gallons for residential customers.

The division's staff includes a Sewer Foreman, Sewer Crew Chief and Industrial Pretreatment Coordinator.

Responsibilities include:

- Overseeing projects and maintaining lift stations, storm and sanitary sewer manholes;
- Inspecting construction projects and excavation permits;
- Maintaining and repairing pumps, floats, transducers and other lift station components;
- Cleaning lift stations;
- Locating City-owned utilities;
- Televising sewer lines;
- Maintaining and repair stabilization ponds; and
- Maintaining SCADA system.

Sewer Enterprise (6025-450000)		2019 Actual	2020 Budget	2020 Projected	2021 Budget
Revenue					
	Sewer Charges	\$ 1,571,387	\$ 3,200,000	\$ 1,601,492	\$ 4,510,000
Total Revenues		\$ 1,571,387	\$ 3,200,000	\$ 1,601,492	\$ 4,510,000
Expenses					
110	Salaries	\$ 444,820	\$ 451,173	\$ 438,392	\$ 596,546
160	Lagoon misc.	\$ 1,391	\$ 35,000	\$ 15,000	\$ 70,000
209	Classified ads	-	\$ 500	\$ 500	\$ 500
220	Social Security	\$ 31,572	\$ 37,900	\$ 31,937	\$ 45,636
230	Retirement	\$ 51,425	\$ 68,849	\$ 69,003	\$ 85,692
240	Workforce Safety Insurance	\$ 3,231	\$ 2,075	\$ 6,279	\$ 10,338
320	Health Insurance	\$ 52,822	\$ 78,671	\$ 54,617	\$ 93,413
321	Property Insurance	\$ 8,517	\$ 20,000	\$ 25,433	\$ 20,000
323	Liability Insurance	-	-	-	\$ 10,000
335	Water Testing	\$ 27,793	\$ 12,000	\$ 15,000	\$ 12,000
347	Sewer Treatment Purchases	\$ 173,292	\$ 1,250,000	\$ 1,196,964	\$ 1,916,250
351	Lights/Electricity	-	\$ 460,000	\$ 75,000	\$ 225,000
352	Heat and Natural Gas	-	\$ 40,000	-	\$ 40,000
356	Telephone	-	\$ 13,500	\$ 10,000	\$ 13,500
360	Misc. Printing & Mailing	\$ 3,305	\$ 5,000	\$ 4,500	\$ 5,000
382	Radio Repair	-	\$ 500	\$ 500	\$ 500
387	Medical/Vaccines	\$ 392	\$ 375	\$ 375	\$ 375
394	Gravel and Mix	-	\$ 25,000	\$ 10,000	\$ 25,000
410	Office Supplies	\$ 571	\$ 2,000	\$ 1,500	\$ 2,000
419	Operation/Maintenance	\$ 1,005	\$ 10,000	\$ 1,500	\$ 10,000
422	Uniforms	\$ 2,415	\$ 4,625	\$ 2,987	\$ 4,625
423	Chemicals	\$ 119,281	\$ 75,000	\$ 102,617	\$ 105,000
424	Gas and Oil	\$ 20,355	\$ 67,750	\$ 15,452	\$ 67,750
427	Repairs	\$ 18,031	\$ 40,000	\$ 35,500	\$ 40,000
430	Alarms/SCADA	\$ 15,285	\$ 50,000	\$ 31,026	\$ 30,000
431	Lab Supplies	\$ 1,952	\$ 1,500	\$ 1,000	\$ 1,500
432	Tools	\$ 14,407	\$ 15,000	\$ 12,000	\$ 15,000
433	Shop Supplies	\$ 8,585	\$ 10,000	\$ 9,000	\$ 10,000
437	Repairs to Manholes	\$ 21,344	\$ 100,000	\$ 80,000	\$ 100,000
439	Repair to Sewer Lines	\$ 11,313	\$ 40,000	\$ 32,000	\$ 40,000
490	Miscellaneous	\$ 1,478	\$ 2,500	\$ 2,500	\$ 2,500
639	Safety Expenses	\$ 8,732	\$ 10,000	\$ 10,832	\$ 10,000
641	Equipment-Non Depreciated	-	\$ 26,000	\$ 20,000	\$ 26,000
657	Equipment Lease	-	\$ 75,500	\$ 75,500	\$ 76,027
667	Memberships	-	\$ 5,000	-	\$ 5,000
751	Pub/tech manuals/software	\$ 419	\$ 3,250	\$ 1,200	\$ 3,250
822	Fees for State Health Dept.	-	\$ 2,500	\$ 2,500	\$ 2,500
825	Lift Station Repair	\$ 107,241	\$ 75,000	\$ 65,000	\$ 75,000
826	Storm Sewer Lift station	\$ 2,772	\$ 40,000	\$ 35,000	\$ 40,000
827	Retention Pond Repair	-	\$ 30,000	\$ 20,000	\$ 30,000
870	Capitalized Assets	-	-	-	\$ 121,000
880	Cost Allocation	-	-	-	\$ 441,001
890	Transfers Out	-	\$ 55,985	\$ 55,985	\$ 187,000
Total Expenses		\$ 1,284,933	\$ 3,388,903	\$ 2,647,599	\$ 4,629,903
Net		\$ 286,454	\$ (188,903)	\$ (1,046,107)	\$ (119,903)



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Doug Geeslin

Phone Number: *

701-200-1159

Email Address:

dougg@midlandgaragedoor.com

Date *

9/3/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Review Improvement District #1334 for sanitary sewer, water, storm sewer and street.

Review the Engineer's Report for Improvement District #1334 for sanitary sewer, water, storm sewer and street.

Review proposed Infrastructure Exhibit representing the plans and specifications for Improvement District #1334.

Copies of the full submittal documents have been submitted to City Staff at City Hall and are available upon request.

Site Address or Legal Description (if applicable)

Lot 1, Block 1, Midland Third Addition; Lot 1, Block 1, Glenn Addition and one other adjoining lot: Lot 2, Block 1, Bogey 3rd Addition.

Action Being Requested from City Commission *

Create Improvement District for sanitary sewer, water, storm sewer and street.

Authorize Engineer to prepare the Engineer's Report.

Approve Engineer's Report for sanitary sewer, water, storm sewer and street for Improvement District #1334.

Authorize preparation of plans and specifications.

Approve plans and specifications for sanitary sewer, water, storm sewer and street for Improvement District #1334.

Authorize advertising for bids.

Upload Additional Documentation (Optional):

Advertisement for Bids.PDF

82.62KB

Improvement District Map.pdf

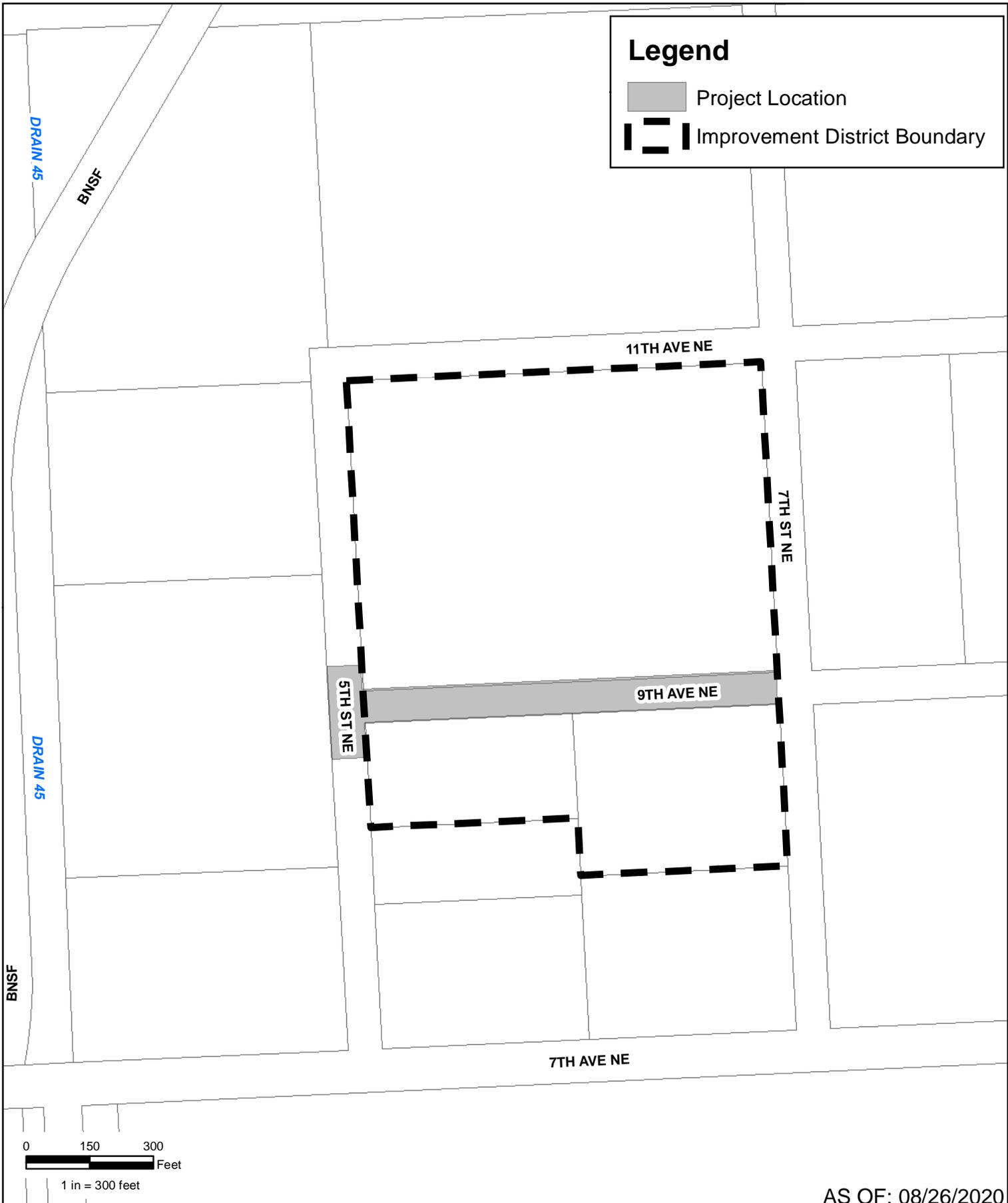
466.84KB

Preliminary Special Assessment Allocations.pdf

78.55KB

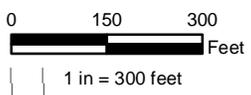
Proposed Infrastructure Map.pdf

681.38KB



Legend

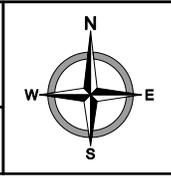
-  Project Location
-  Improvement District Boundary



AS OF: 08/26/2020

IMPROVEMENT DISTRICT MAP
SEWER, WATER, STORM & STREET IMPROVEMENT DISTRICT NO. 1334
9TH AVENUE NORTHEAST - 5TH TO 7TH ST
WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 08/26/20 Date Saved: 08/26/20 Date Plotted: NEVER Date Exported: 08/26/20
 Plotted By: Tanner.Schmidt Parcel Date: 05/13/20 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\21000\21030\21030_Improvement_District_Map.mxd




moore
engineering, inc.

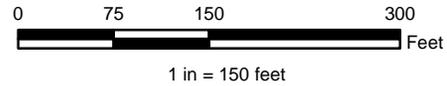
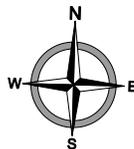
92



AS OF: 08/26/2020

PROPOSED INFRASTRUCTURE EXHIBIT
SEWER, WATER, STORM & STREET IMPROVEMENT DISTRICT NO. 1334
9TH AVENUE NORTHEAST - 5TH TO 7TH ST
WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 08/26/20 Date Saved: 08/26/20 Date Plotted: NEVER Date Exported: 08/26/20
 Plotted By: Tanner.Schmidt Parcel Date: 08/26/20 Aerial Image: 2019 County NAIP SIDS Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\21000\21030\21030_Proposed_Infrastructure.mxd



Preliminary Special Assessment Allocations based on Engineer's Report 8/28/2020

9th Avenue Northeast - 5th to 7th St											8/28/2020
Sewer, Water, Storm and Street Imp. Dist. No. 1334											Moore Proj: 21453
Division	Block	Lot	GIS PIN	Area Factor	Front Footage	Assessable Area (Acres)	Factored Assessable Area (Acres)	Factored Assessable FF for Sanitary Sewer (LF)	Equivalent Units		Total Preliminary Assessment
Midland 3rd Addition (north)	1	1	TBD	1.00	977	16.42	16.42	977.00	71		\$606,882.16
Glenn Addition (southeast)	1	1	TBD	1.00	488	4.32	4.32	488.00	19		\$284,173.13
Bogey 3rd Addition (southwest)	1	2	TBD	1.00	489	2.80	2.80	0.00	12		\$253,944.71
					1954	23.54	23.54	1465	102		\$1,145,000.00

Funding Summary	
Assessed	\$1,145,000.00
Other (e.g. Sales Tax, Cass Rural Water, etc.)	\$0.00
Total Project Cost	\$1,145,000.00
Based on Assessment Total	
Local Sanitary Sewer	\$70,000.00
Local Water Main	\$115,000.00
Local Storm Sewer	\$115,000.00
Local Street	\$790,000.00
Local Street Lights	\$55,000.00
Total Assessment	\$1,145,000.00

Local Sanitary Sewer Cost per FF	\$47.78
Local Water Main Cost per FF	\$58.85
Local Storm Sewer Cost per SF	\$0.11
Local Street Cost per FF	\$404.30
Local Street Light Cost per FF	\$28.15

CITY OF WEST FARGO, NORTH DAKOTA
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1334
9TH AVENUE NORTHEAST – 5TH TO 7TH ST

ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until October 1, 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 by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of constructing sanitary sewer mains and services, water mains and services, storm sewer, concrete streets with curb & gutter, street lights, and other miscellaneous installations for a new heavy industrial development.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$40.00 by locating eBidDoc™ Number 7289776 on the website. Please contact QuestCDN.com at 952-233-1632 or 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: September 16, 2020



Review Committee Report
Tuesday, September 1, 2020
West Fargo Room 2:00 PM

Committee Members

Tina Fisk
City Administrator

Lauren Orchard
*Economic
Development
Director*

Tim Solberg
*Planning & Zoning
Director*

Matt Andvik
Public Works Director

Dustin Scott
City Engineer

Dell Sprecher
Fire Marshall

Bernie Dardis
Commission President

The City of West Fargo Review Committee meets on the 2nd and 4th Tuesday of each month at 2 p.m. The committee reviews city projects and offers recommendations to the City Commission.

All Committee members were present with the exception of Dell Sprecher and Bernie Dardis.

Presenter: Nordick Group Inc.

Subject: Request for Special Improvement District 1334 (9th Ave
Northeast – 5th to 7th Street Project)

Committee Action:

Tim Solberg moved to recommend approval to the City Commission of a Special Improvement District as requested by Nordick Group Inc. through the following process:

- Create an improvement district
- Review and approve the Engineer's Report
- Approve the construction engineering plans
- Authorize Bid Advertisement

As part of this motion, the Committee required that Nordick Group provide a cost estimate of public improvements and resulting special assessments to neighboring tax payers. Written proof of this action should be filed with the City. The Committee also required that neighboring tax payers be given the opportunity to object at any point preceding bid awards for the project.

Lauren Orchard seconded the motion. No opposition, motion carried.



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Chief Dan Fuller

Phone Number: *

7014335382

Email Address:

dan.fuller@westfargond.gov

Date *

9/2/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Request for purchase of land, located at 1210 10th Ave E

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Request for purchase

Upload Additional Documentation (Optional):

Final Memo Fire HQ.docx

53KB



To: West Fargo City Commission
From: Fire Chief Dan Fuller
Date: Tuesday September 8th, 2020
Subject: Purchase of 1201 10th Ave. East for New Fire HQ
Action: Approve Purchase of 1201 10th Ave E.

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commissioner

Brad Olson, Vice President

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Police and Fire

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and
Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary and Recommendation:

Fire response services throughout the United States are accredited and ranked through a nationally-recognized organization called the Insurance Service Office (ISO), which ranks fire departments. ISO's ranking system ranges between 1 and 10, considering the average response time, with a "1" representing 5 minutes or less, and "10" representing no fire service. Currently, West Fargo has a "3" ranking, representing an average 9-minute response time. While this ranking is an improvement from a 2014 ranking of 4, most other population centers in North Dakota have earned a 1 ranking.

To improve emergency responsiveness, the Fire Department studied the 9-minute average response time, finding that response is delayed for calls that occur north of I94 due to a lack of full-time employees being housed north of I94. To address this, city staff began identifying properties north of I94 for a future fire station, finding a preferred location at 1201 10th Ave. E, just north of Menards.

This property has the best response time projection of about 4 minutes, better serving the major industrial and commercial businesses and mature neighborhoods north of I94, reducing insurance rates and supporting an improved ranking of 1 ranking from ISO. The sale price of this property has been negotiated to be \$967,000, which is a cost identified in the Capital Improvement Plan with available funds identified in the capital improvement sales tax fund. To improve our ISO ranking, reduce citizen's insurance costs, and increase public safety while staying within our current budget, I would recommend approving the purchase of this property.

Policy Analysis:

Purchasing this property would allow plans for construction of a new northern fire station to continue, furthering the City's goals of reducing the Fire Department's response time, decreasing fire loss and loss of life, and enabling the City to reach a 1 ranking through ISO, enhancing West Fargo's competitive advantage in attracting businesses and residents by increasing fire protection and reducing citizen's insurance rates.

Financial Analysis:

The total purchase price of this property is \$967,000, which was identified in the Capital Improvement Plan. This cost is proposed to be paid out of the Capital Improvement Sales Tax Fund, which currently has capacity of unencumbered funds. The proposed cost of building design and construction would be presented for Commission review at a future meeting.



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

John Shockley

Phone Number: *

701-282-3249

Email Address:

cstillwell@ohnstadlaw.com

Date *

9/8/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Review the Cass Rural Water "Developer Agreement" and "Water Service Cooperation Agreement" for The Wilds 20th Addition.

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Approve the Water Service Cooperation Agreement for The Wilds 20th Addition.

Upload Additional Documentation (Optional):

DeveloperAg.pdf

1007.03KB

WaterServAg.pdf

1.41MB

**DEVELOPER AGREEMENT
THE WILDS 20TH ADDITION**

THIS AGREEMENT is made this ____ day of _____, 2020, by Westport Investments, LLC, a North Dakota limited liability company (the “Developer”); and Cass Rural Water Users District, a North Dakota political subdivision (the “District”).

RECITALS

A. The Developer is the record owner of the following real property in Cass County, North Dakota:

See attached **Exhibit A**.

The property described above is the “Property.”

B. The Developer plans to develop the Property for one or more residential subdivisions that will require water service.

C. The District is a water district under Title 61 of the North Dakota Century Code. The District is federally indebted under 7 U.S.C. § 1926(b), and is indebted to the State of North Dakota under N.D. Cent. Code § 6-09.4-22, both of which preclude any municipalities or other entities from attempting to sell water or to provide water service to any persons or properties within the District’s service area. Under federal and state law, the Property is within the District’s service area and, therefore, the District has the exclusive right to provide water to the Property or any portion of the Property.

D. The Developer has requested that the District construct, install, and finance water infrastructure for the Property, and that the District subsequently provide water service to the Property. The District has agreed to create THE WILDS 20TH WATER IMPROVEMENT DISTRICT NO. 2020-02, an assessment district for purposes of financing, funding, and constructing the water infrastructure necessary for providing water service to the Property (the “ASSESSMENT DISTRICT”).

E. Subject to the terms of this Agreement, the District, in cooperation with the City of West Fargo (the “City”), will construct the water infrastructure improvements necessary to provide water to the Property; the District will own, operate, and maintain the infrastructure on each parcel within the Property as far as, and including, the curb stop on each parcel; the District will assess the Property for the costs of construction of the infrastructure improvements; and the District will provide water service to each parcel within the Property.

F. The District and the Developer wish to memorialize the terms of their agreement regarding the parties’ obligations, including the District’s assessment of special assessments against the Property and issuance of bonds for purposes of financing the project.

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

AGREEMENT

1. **Design and Construction of Water Infrastructure.** The District and the City previously entered into a WATER SERVICE COOPERATION AGREEMENT (the “City Agreement”) under which the parties agreed to their respective obligations regarding the design, installation, and construction of the water infrastructure improvements necessary for purposes of providing and transporting a water supply to the Property, and those improvements necessary to distribute water from the District’s water supply system to each individual lot or parcel within the Property, including construction and installation of interior water service lines within the Property as far as curb stops for each individual lot or parcel (but not including construction of individual service lines to connect individual properties to the system at their respective curb stops); meters, meter pits, and other metering equipment within the Property (but not including installation of meters and metering equipment on individual lots within the Property); and related monitoring equipment and other works as necessary to provide water service to the Property (collectively, the “Water Infrastructure”). Under the City Agreement, the City will design, install, and construct the Water Infrastructure in accordance with the City’s design standards and the City’s current ordinances (the “Project”), all in conjunction with the City’s design and construction of other public infrastructure on the Property, including streets and storm sewer. The District will reimburse the City for the costs of the Project through the creation of the ASSESSMENT DISTRICT. The District will own, operate, and maintain the Water Infrastructure once installed and constructed by the City. In accordance with the City Agreement, the City will not award any contracts regarding the Project until the Developer executes this Agreement and satisfies the security requirements under this Agreement.

2. **Creation of the Assessment District.** The District will establish and create the ASSESSMENT DISTRICT for the purpose of financing and funding the Project and recovering the costs of the Project from the owners of each lot or parcel on the Property. The District will levy special assessments against the Property, including each lot or parcel on the Property, to recover all costs of the Project, in accordance with Chapter 61-35 of the North Dakota Century Code. Project costs the District may assess against the Property, and each lot or parcel on the Property, include all costs of designing, developing, administering, managing, constructing, quality control testing, inspecting, and financing the Project, and including all engineering fees, attorneys' fees, bond counsel fees, right of way acquisition costs, and other costs and fees associated with the Project and with creation of the ASSESSMENT DISTRICT. The District will sell bonds to finance the Project, and the Developer, or the owners of each individual lot or parcel on the Property once sold, as the case may be, will pay all special assessments levied by the District, through Cass County. Any special assessments levied against the Property or any individual lot or parcel in accordance with this Agreement will create a lien on the assessed property in accordance with North Dakota law, superior to any other lien with the exception of general tax liens.

3. **Procedural Waivers.** In the interest of expeditious design and construction of the Water Infrastructure, the District has agreed to forego the statutory procedures and prescribed time parameters typically necessary for purposes of creating an assessment district regarding the Project. With regard to the District's creation of the ASSESSMENT DISTRICT, and with regard to the Project, the Developer expressly waives the assessment district procedures contained in Chapter 61-35 of the North Dakota Century Code, including the necessity for the District to pass or adopt any resolutions; the creation of any preliminary assessment lists; the creation or adoption of any engineer's report; the necessity for any public hearings regarding the creation of a special assessment district, the Project, assessments on the Property or any individual lot or parcel on the Property, or any other matter; the necessity for any vote or submission of ballots; the necessity for any publication in any newspaper or any mailed notice of any public hearings; the right to appeal any assessment amounts levied; and any other legal requirements, procedural or otherwise, contained in Chapter 61-35 of the North Dakota Century Code or elsewhere regarding the creation of the ASSESSMENT DISTRICT or regarding the Project. Through this Agreement, the Developer expressly consents to the creation of the ASSESSMENT DISTRICT, and the procedures utilized by the District to create the ASSESSMENT DISTRICT.

4. **Security.** As security for the bonds issued by the District to finance the Project, the Developer will file security with the City that will include security for the City and the City's infrastructure improvements, and security for the District regarding the Water Infrastructure and any other improvements the District will own. The terms of the City's IMPROVEMENT DISTRICT AGREEMENT regarding security for infrastructure improvements will apply to the security required for the District and the Water Infrastructure and any other improvements the District will own; however, in the event of any conflict between the terms of this Agreement and the terms of the City's IMPROVEMENT DISTRICT AGREEMENT, the terms of this Agreement will control. The City's IMPROVEMENT DISTRICT AGREEMENT is attached as **Exhibit B**. In accordance with the City's security requirements under the City's IMPROVEMENT DISTRICT AGREEMENT, the Developer will file security in a form of security acceptable to the City regarding all infrastructure improvements for the Property, including the Water Infrastructure and any other improvements the District will own (all forms of acceptable security under the City's IMPROVEMENT DISTRICT AGREEMENT are, collectively, the "Letter of Credit"). The Developer's Letter of Credit will provide sufficient security for the City's infrastructure

improvements, and will include a sum equivalent to 50% of the Water Infrastructure costs, as indicated in the City's ENGINEER'S STATEMENT OF COSTS (the "Water LOC Portion"). The City will not award any construction contracts regarding the Water Infrastructure until the Developer files the Letter of Credit with the City. The Developer must maintain a current and sufficient Letter of Credit regarding the Water LOC Portion until the City provides written notice to the Developer of the right to reduce the Water LOC Portion of the Letter of Credit, in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT. The Developer will pay all costs, including reasonable attorneys' fees, incurred by the City and the District in enforcing the Developer's obligations and duties to maintain a current and sufficient Letter of Credit regarding the Water LOC Portion.

5. **Special Assessments.** The Developer must make timely payments on all special assessments levied against individual lots or parcels on the Property not developed by the Developer, and must ensure that special assessments on all lots or parcels that are not developed are "current." For purposes of this Agreement, "current" means all special assessments for a given year must be paid by February 15 of the subsequent year. For example, the Developer must pay the special assessments certified to the Cass County Auditor in 2020 for collection in 2021 by February 15, 2021. For purposes of this Agreement, "developed" means the Developer, or its successors or assigns if any, has constructed a structure on an individual lot or parcel for which the City has issued a building permit; however, the structure must be of the nature reflecting the intended use of the Property as of the date of this Agreement, including a single family home, twin home, apartment building, commercial structure, or other similar structure.

6. **Delinquent Special Assessments.** The following procedures and terms will apply regarding any failure by the Developer to timely and fully pay special assessments or any other default regarding the ASSESSMENT DISTRICT:

- a) the District will give the City notice of the Developer's default;
- b) the City will issue written demand for payment on the Letter of Credit;
- c) when the City receives an amount sufficient to satisfy the deficiency, the City will provide the District with the deficiency amount;
- d) the District will place any funds received from the City into the sinking fund of the ASSESSMENT DISTRICT for the Project;
- e) the District will not apply the funds to pay special assessments on any property within the ASSESSMENT DISTRICT, but will instead make any debt service payments necessary on the bonds issued to finance the Water Infrastructure; however, if the Developer subsequently pays the principal amount of delinquent special assessments to Cass County, the District, upon receipt of those funds from Cass County, will transfer the funds to the City (less any costs incurred by the District), and the City will return the funds (less any costs incurred by the City);
- f) in the event the Letter of Credit or the amount released to the District is not sufficient to make any requisite debt service payments regarding the ASSESSMENT DISTRICT, for whatever reason, the District will have a cause of action against the Developer for the deficiency; and
- g) the Developer will pay all costs, including reasonable attorneys' fees, incurred by the City and the District regarding any failure by the Developer to timely and

fully pay special assessments or any other default regarding the ASSESSMENT DISTRICT.

7. **Reductions and Extinguishment of Letter of Credit.** The purpose of the Water LOC Portion of the Letter of Credit is to secure payment of special assessments due to the District regarding the Project, and to ensure timely debt service payments regarding the bonds issued to finance the Project. The Developer's duties to maintain a current and sufficient Letter of Credit regarding the Water LOC Portion will only be extinguished in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT, or when all special assessments for a given lot or parcel, certified or uncertified, regarding the ASSESSMENT DISTRICT are paid. The sale, tax sale, transfer, or any other disposition of any lot or parcel covered by this Agreement will have no effect on the Developer's duties to maintain a sufficient and current Letter of Credit regarding the Water LOC Portion. The City will only authorize a reduction in the principal amount of the Letter of Credit regarding the Water LOC or to release the Letter of Credit in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT.

8. **Water Service.** Following completion of the Project, the District will have exclusive jurisdiction to provide water service to the Property in accordance with 7 U.S.C. § 1926(b) and N.D. Cent. Code § 6-09.4-22. All portions of the Property, and all owners of all parcels within the Property, are subject to the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements in effect as of the date of this Agreement, as may be amended. The Developer will not seek or obtain water service from any other providers regarding any portion of the Property. The parties will record this Agreement with the Cass County Recorder's Office to provide constructive notice to future owners of all lots, parcels, or portions of the Property of their rights and obligations under this Agreement, and regarding the District's exclusive right to provide water to the Property in accordance with 7 U.S.C. § 1926(b) and N.D. Cent. Code § 6-09.4-22.

9. **Membership and Water Billing.** All owners and subsequent purchasers of any and all parcels within the Property will be user members of the District, and they must comply with all of the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended, including their responsibilities as members to construct and maintain water service lines on their individual lots or parcels to connect to the Water Infrastructure from their respective curb stops, at their own expense. The District will provide metering equipment for each member and parcel, and each member will install the metering equipment in accordance with the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended. The District will bill every member and parcel within the Property directly and will collect and retain all billing from members in accordance with its standard practices and policies.

10. **Access to the Property.** By virtue of this Agreement, and without the necessity for any additional permission, easement, or access document, the Developer grants the District, the City, and those parties' officers, employees, agents, representatives, and contractors, reasonable access and right of way upon, over, in, under, across, and through the Property, including all unplatted and platted lots or parcels, for purposes of ingress and egress, construction, reconstruction, inspection, operation, maintenance, and improvements of the Water Infrastructure. The District's access rights to the Property will survive any termination of this Agreement. In addition, the Developer will grant the District any easements that are reasonably

necessary for the District's construction, reconstruction, inspection, operation, maintenance, and improvements of the Water Infrastructure.

11. **Continuing Duty.** The Developer agrees that if the District and/or the City do not construct the Project because of any action or omission of the Developer, or upon request of the Developer to abandon the Project or any part or portion of the Project, the Developer will be liable for any costs already incurred by the District or the City regarding the Project or regarding the ASSESSMENT DISTRICT, including, but not limited to, engineering, legal, and administrative fees.

12. **Indemnity.** With the exception of damages caused by the City's or the District's negligence, the Developer will release, hold harmless, defend, and indemnify the District, its officers, employees, agents, representatives, and contractors from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Project, water service to the Property, or the manner of the creation of the ASSESSMENT DISTRICT. The Developer's duties to release, hold harmless, defend, and indemnify the District, its officers, employees, agents, representatives, and contractors as described above include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the Developer, or the Developer's officers, agents, representatives, employees, or contractors, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to the person or property of any other person or party, whether natural or not, other than the Developer. Further, the Developer will reimburse the District, its officers, employees, agents, representatives, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged action or omission of the District, its officers, employees, agents, representatives, and contractors, or in any way arising out of or regarding the Project, water service to the Property, or the manner of the creation of the ASSESSMENT DISTRICT. The Developer's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.

13. **Title to the Property.** The Developer warrants that, as of the date of this Agreement, Westport Investments, LLC, is the fee simple owner of the Property; the Developer has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; the Developer has the right to promise and perform the obligations contained in this Agreement; no portion of the Property is subject to any ownership interest, including any right of reverter, to any third party; and this Agreement does not violate any mortgage or other interest held by any third party regarding the Property, or any portion of the Property. The Developer will warrant and defend title to the Property. Further, the Developer will release, hold harmless, defend, and indemnify the District, its officers, employees, agents, representatives, or contractors from and against any and all liability, losses, damages, claims, demands, actions, judgments, and executions regarding the Property; the Developer's representations regarding the Developer's ownership of the Property; and the Developer's promises, covenants, and representations contained in this Agreement.

14. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

15. **Cumulative Remedies.** Any specific remedies to which the District may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the District may be lawfully entitled in case of any breach or threatened breach by the Developer of any provision or provisions of this Agreement.

16. **Assignment.** Neither of the parties will transfer nor assign this Agreement, nor any of the parties' rights or obligations under this Agreement, without the express written consent of the other party. However, the parties will record this Agreement with the Cass County Recorder's Office; without the necessity for any consent or "assignment" under this Agreement, all future owners must comply with their obligations to become member users of the District, and all future owners are subject to the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended.

17. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law (e.g., 7 U.S.C. § 1926(b)); the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota, with the exception of any litigation regarding, or that may impact in any way, the District's exclusive rights regarding the Property under 7 U.S.C. § 1926(b), which will be venued in U.S. Federal District Court for the District of North Dakota; the parties have entered into this Agreement voluntarily; the parties waive any objection to personal jurisdiction or venue; and neither party can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

18. **No Forbearance.** The failure or delay of the District to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the District to enforce each and every term of this Agreement.

19. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

20. **Time is of the Essence.** Time is of the essence of all of the Developer's obligations under this Agreement.

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

22. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement, and must be recorded with the Cass County Recorder.

23. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors, assigns, heirs, executors, administrators, and legal representatives, including subsequent owners of the Property, or any lot, parcel, or portion of the Property.

24. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

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

(Signatures appear on the following pages.)

EXHIBIT A

Legal Description of the Property

The Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota, formerly known as a portion of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 6, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Beginning at the most southerly corner of Lot 41, Block Three, THE WILDS NINTH ADDITION, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence North 49 degrees 17 minutes 11 seconds East, plat bearing, along a southerly line of said Block Three, a distance of 254.23 feet to the most easterly corner of Lot 37 of said Block Three; thence northeasterly, continuing along said southerly line and along a tangential curve concave to the northwest having a radius of 915.00 feet and a central angle of 10 degrees 55 minutes 37 seconds a distance of 174.50 feet to the most easterly corner of Lot 34 of said Block Three; thence South 82 degrees 53 minutes 51 seconds East, continuing along said southerly line, 206.72 feet to a corner of Lot 42 of said Block Three; thence South 36 degrees 01 minute 36 seconds East, continuing along said southerly line, 279.36 feet to a corner of said Lot 42; thence North 88 degrees 01 minute 46 seconds East, continuing along said south line, 250.00 feet to the west line of said Block Three; thence South 01 degree 58 minutes 14 seconds East, along said west line, 192.00 feet to the south line of 60th Avenue West, as dedicated on said THE WILDS NINTH ADDITION; thence North 88 degrees 01 minute 46 seconds East, along said south line, 322.02 feet to the west line of GREYHAWK ESTATES SUBDIVISION, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 01 degree 58 minutes 22 seconds East, along said west line, 950.44 feet to the north line of ALTENBURG ACRES FIRST SUBDIVISION, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 89 degrees 00 minutes 19 seconds West, along said north line, 1022.34 to the east line of 9th Street West, as dedicated on said THE WILDS NINTH ADDITION; thence North 00 degrees 58 minutes 44 seconds West, along said east line, 499.47 feet; thence northwesterly, continuing along said east line and along a tangential curve concave to the west having a radius of 849.85 feet and a central angle of 45 degrees 22 minutes 08 seconds a distance of 672.94 feet to the point of beginning.

Containing 28.567 acres, more or less, and is subject to easements of record.

*Cass Rural Water Users District
Westport Investments, LLC
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The Wilds 20th Addition*

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The Property above was platted as “THE WILDS TWENTIETH ADDITION” to the City of West Fargo, Cass County, North Dakota, and recorded at the office of the Cass County Recorder as Document No. 1602336 on August 20, 2020, at 12:42 p.m., as follows:

Block 1:

Lots 1-19 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 2:

Lots 1-25 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 3:

Lots 1-20 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 4:

Lots 1-22 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 5:

Lots 1-28 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

*Cass Rural Water Users District
Westport Investments, LLC
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The Wilds 20th Addition*

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EXHIBIT B

The City's IMPROVEMENT DISTRICT AGREEMENT

IMPROVEMENT DISTRICT AGREEMENT

THIS AGREEMENT, entered into this 17th day of August, 2020, by and between the City of West Fargo, Cass County, North Dakota (the "City"), and Westport Investments, LLC (the "Developer").

WHEREAS, the Developer is the owner of certain property in the City of West Fargo, being within Sewer, Water, Storm and Street Improvement District No. 1331 (the "Improvement District"); and

WHEREAS, the Developer has requested the City to create the Improvement District; and

WHEREAS, the City has created said Improvement District and has or will contract for certain improvements to be constructed upon said property and within said district, the cost of which will be assessed against the benefitted properties therein; and

WHEREAS, the City desires to place itself in a more secure position relating to the collection of special assessments against said property; and

WHEREAS, the Developer wishes to induce the City to proceed with construction of the improvements in the Improvement District.

NOW THEREFORE, the parties agree as follows:

1. The Developer shall execute a personal promissory note in a form satisfactory to the City Attorney in a total amount equal to 50% of the engineer's estimated costs of the improvements to be assessed against the property described in paragraph 3. The City may only draw upon the promissory note upon the conditions set forth in paragraphs 5 and 6 of this Agreement. There shall be no interest due on the promissory note, except if payment is not made when demanded as provided in the promissory note, and for post judgment interest, if any.

2. The City has created Sewer, Water, Storm and Street Improvement District No. 1331 and has or will contract for certain improvements to be constructed upon the property, and assess the cost of the projects against the benefitted property within the Improvement District. No contract will

be entered into by the City until this Agreement has been executed and promissory note required above executed and delivered to the City.

3. The property covered by this agreement is as follows:

SEE EXHIBIT A.

4. The Developer agrees that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement, and which have not been "Developed," must be kept from being "In Default." For purposes of this Agreement, "In Default" is defined to mean that all special assessments on any lot covered by this Agreement may not become three years' delinquent. An assessment becomes "one year delinquent" if it is not paid by March 2 of the next year after the assessment is levied in the fall. The entire three years of unpaid specials are deemed In Default when any property becomes three years' delinquent.

5. It is agreed between the parties that if special assessments on lots covered by this Agreement and which have not been Developed are not paid as set out in the above paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developer of the lots covered by this Agreement for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developer that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within 14 days of the mailing of the notice, whichever is later, that the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount In Default. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead making a payment directly to the City Auditor for the amount In Default on those lots, which will be placed in the appropriate Bond Sinking Fund.

6. Alternatively, even if the special assessments are not In Default as defined above, if the City Auditor determines that the Bond Sinking Fund of the bond issue out of which the improvements for the Improvement District were financed (the "Bond Fund") has insufficient funds to make the next principal and interest payment coming due on those bonds, the Developer agrees, within fourteen (14) days of written request of the City Auditor, to make payments on delinquent special assessments covered by this Agreement in an amount equal to the deficiency determined by the City Auditor so the City is in position to provide for the full payment of principal and interest on the next Bond payment date. Provided, the maximum amount Developer has to pay will be capped by the total amount of delinquent special assessments on lots covered by this Agreement. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead making a payment directly to the City Auditor for the amount delinquent on those lots, which will be placed in the in the Bond Fund. If the Developer does not make the required payment within the fourteen (14) day period, the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots covered by this Agreement.

7. If the City has to commence litigation to collect on the promissory notes, and is successful, the Developer agrees to pay the City its costs of litigation, including attorney fees. Upon receipt of funds from the promissory notes after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of litigation, including attorney fees, then place the remaining funds into the Bond Fund. The City will not apply those sums to pay special assessments on any property covered by this Agreement, but those sums will be used to pay principal

and interest payments on outstanding bonds which were used to finance the improvements in the special assessment district covered by this Agreement.

8. If the Developer, after receiving notice from the City Auditor as set out in paragraphs 5 or 6 above, makes payment of special assessments, or pays funds directly to the City to place in the Bond Fund, such payments will be subtracted from the face amount of the promissory note or notes of the Developer.

9. If the Developer ever makes a payment directly to the City Auditor under this Agreement, or if the City ever collects money after commencing litigation and places those funds into the Bond Fund, or if the City gets back property for delinquent specials for property which the Developer had paid the City money under this Agreement, the City will then create an escrow account. Into that escrow account will be placed assessment payments or lot sale proceeds received by the City that replicate payments already received by the City from the above sentence. For example, assume Developer, after notice, makes a payment directly to the City to cover delinquent assessments on lots not owned by the Developer. Later, assume the City receives payments from the County for special assessment payments covering the same assessments as involved in the Developer payments to the City. In that the City will in effect have been paid twice for those same assessment years, the City will place that money into an escrow account. Likewise, if the City collects money from the promissory note after litigation has commenced and places that money directly into the Bond Fund, and then later receives payments from the County for special assessment payments covering the same assessments that were part of the litigation, the City will place that money into an escrow account. Finally, assume a lot covered by this Agreement goes delinquent and Developer had made payments to the City either directly or as a result of litigation, and the lots then are not sold

at a tax sale but become owned by the City, who subsequently sells the lot. The City will place those sale proceeds into an escrow account.

The City may first use the funds in the escrow account to reimburse itself for the cost of selling the lots, or litigation costs incurred under this Agreement not otherwise recovered. The City next may transfer such funds in the escrow account to the Bond Fund if there is a deficiency in the Bond Fund.

If the escrow account is formed prior to 50% of the lots being developed, the City will maintain the escrow fund, other than for payments allowed as set out above, until 50% of the lots are developed. If at that time, there is no deficiency in the Bond Fund, and the Developer is no longer in violation of the terms of this Agreement, the City will, to the extent funds allow, reimburse Developer for payments made directly into the Bond Fund as a result of this Agreement and the promissory note(s), with no interest. Any payments to the Developer under this section will automatically increase the principal amount of the promissory note(s) outstanding. If there are more funds in the escrow account after fully reimbursing the Developer, those funds will be transferred to the Bond Fund. If the escrow account is formed after 50% of the lots are developed, the same procedures will be followed, with the release date to Developer being after 75% of the lots are developed.

10. The Developer agrees that the promissory note(s) issued pursuant to this Agreement is to be used to secure payment of special assessments which are delinquent or In Default as provided above on all lots covered by this Agreement. The Developer's obligation to pay special assessments on lots is only extinguished when that lot is "developed," or when all special assessments for that lot, certified or uncertified, for the Improvement District are paid. For purposes of this Agreement, the term "developed" means that a structure for which a building permit has been granted by the City

has been constructed on the lot. The sale, tax sale, transfer or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the promissory note.

11. The City Auditor is authorized to reduce the principal amount of the promissory note(s) issued hereunder upon 50% of the lots being developed. At that time, assuming there is not a deficiency in the Bond Fund, the principal amount of the promissory note(s) will be reduced by 50%. After 75% of the lots are developed, and assuming there is no deficiency in the Bond Fund, the City Auditor is authorized to release the promissory note(s).

12. For all notices required to be given to the Developer pursuant to this Agreement, the City Auditor shall mail the notice by ordinary mail to the Developer at the following address:

Westport Investments, LLC
4265 45th Street South, Suite 200
Fargo, ND 58104-4309

Notice sent to that address shall be sufficient notice pursuant to this Agreement unless the Developer gives the City Auditor written notice of a change of address to be used for purposes of this Agreement.

13. The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by Developer or bank of any of the provisions hereof, shall no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.

14. This Agreement cannot be altered, modified, cancelled or amended without the written consent of all parties to this Agreement.

15. The terms of this Agreement are hereby made binding upon all parties hereto, their successors and assigns, and no party under this Agreement can assign their interest in the Agreement to any other person or entity without the written consent of all other parties.

CITY OF WEST FARGO

BY: _____
President of the Board of City
Commissioners

BY: _____
City Auditor

DEVELOPER:

WESTPORT INVESTMENTS, LLC

BY: 
Its President

BY: 
Its Secretary

**WATER SERVICE COOPERATION AGREEMENT
THE WILDS 20TH ADDITION**

THIS AGREEMENT is made by and between Cass Rural Water Users District, a North Dakota political subdivision (the “District”); and the City of West Fargo, North Dakota, a North Dakota municipal corporation (the “City”).

RECITALS

A. The District is a water district and a North Dakota political subdivision under Section 61-35 of the North Dakota Century Code; the District is federally indebted under 7 U.S.C. § 1926(b), and is indebted to the North Dakota Public Finance Authority under N.D. Cent. Code § 6-09.4-22.

B. Sections 1926(b) and 6-09.4-22 both preclude any municipalities, private developers, or other entities from attempting to sell water or provide water service to any property within the District’s exclusive area if the District has outstanding qualifying indebtedness and has the ability to make service available to the property.

C. Portions of the City’s municipal boundaries and portions of the City’s extraterritorial boundaries are within the District’s service area boundaries; the District previously constructed improvements to its water supply system and the District has the physical ability to serve the property within both the District’s service area and the City’s municipal and extraterritorial boundaries. Attached as **Exhibit A** is a map showing the City’s municipal and extraterritorial boundaries and the District’s service area boundaries as of the date of the parties’ execution of this Agreement. The area within both the District’s service area and the City’s municipal or extraterritorial boundaries, as those boundaries exist as of the date of this Agreement or as the City’s boundaries extend in the future, is the “Development Area.”

D. The District has the exclusive right to provide water and water service to property within the Development Area; the District’s exclusive rights include the rights to design, construct, install, and own all water infrastructure necessary to provide water service within its service area.

E. New developments and subdivisions within the Development Area will require water service infrastructure improvements to provide those services, and the City and the District have an interest in providing those services in an effective and efficient manner.

F. The City and the District wish to cooperate for the mutual benefit of both parties, and ultimately for the benefit of their customers and residents, regarding joint administration and construction of the infrastructure improvements necessary to provide water service, street, storm sewer, sanitary sewer, and other infrastructure improvements for new developments and subdivisions within the Development Area.

G. Section 54-40.3-01 of the North Dakota Century Code authorizes the City and the District to enter into joint powers agreements to provide for the joint administration of power regarding projects, and the parties wish to enter into this Agreement for purposes of the joint administration of the design and construction of the water infrastructure improvements necessary to provide water service for new developments within the Development Area.

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

AGREEMENT

1. **The Property.** Westport Investments, LLC, a North Dakota limited liability company (the “Developer”), owns real property in Cass County, North Dakota, legally described as:

See attached **Exhibit B.**

The property described above is the “Property.” The Developer plans to plat and develop the property as “The Wilds 20th Addition to the City of West Fargo.” Attached as **Exhibit C** is the proposed plat of the Property.

2. **Cooperation.** The parties will cooperate regarding the design, construction, contract administration, and financing of water infrastructure improvements for the Property as provided in this Agreement; the required water service and water infrastructure improvements for the Property is the “Project” and the terms of this Agreement will apply.

3. **Project Plan.** For the Project, the parties will approve a “Project Plan” to identify project-specific issues, including water source and project schematics. The Project Plan will include identification of the water source for the Project; the parties may elect to provide water service for the Project from the District’s water supply system, or for the District to purchase water from the City for purposes of providing water service for the Project, in accordance with the terms of a separate WATER PURCHASE AGREEMENT between the District and the City. In addition, the Project Plan will include a schematic of the water infrastructure improvements, as defined below, necessary for the Project. To ensure expeditious planning for the benefit of the City, the District, and the Project, the City and the District will each assign and authorize one or more staff members or representatives to approve the Project Plans on behalf of each respective entity, and the parties will notify each other in writing of their authorized representatives.

4. **Plat and Subdivision Process.** To ensure adequate opportunity for the City and the District to timely plan and coordinate the requisite infrastructure improvements for the Project, the City will not approve a plat or provide subdivision approval for the Property until the Developer executes a Developer Agreement with the District.

5. **Water Infrastructure Obligations.** The City will perform, provide, or contract for all requisite engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and interim financing regarding the water infrastructure improvements necessary to provide water service for the Project, either from the District's water supply system or from the City's water supply system, depending upon the Project Plan for the Project. In addition, the parties will have the following obligations regarding the design, installation, construction, ownership, operation, and maintenance of water infrastructure for the Project:

a. **Water Infrastructure Improvements.** The interior water infrastructure improvements for the Project will include any necessary extensions and improvements to any of the District's existing main lines; interior water service lines within the Property as far as curb stops for each individual property (but not including construction of individual service lines to connect individual properties to the Project at their respective curb stops); meters, meter pits, and other metering equipment within the Property as requested by the District (but not including installation of meters and metering equipment on individual lots); the aforementioned infrastructure improvements are, collectively, the "Water Infrastructure." The City will design and construct the Water Infrastructure in accordance with the City's public utility construction specifications and the City's ordinances in effect at the time of design and construction. Following completion of the Water Infrastructure in accordance with the plans and specifications approved by the District, ownership of the Water Infrastructure will automatically vest in the District, without the need for any bill of sale or any other written document, and the District will own, operate, and maintain the Water Infrastructure at the District's expense. The District may create a special assessment district and assess the Property to finance and fund the Water Infrastructure. The District will reimburse the City for all costs and expenses of designing and constructing the Water Infrastructure in accordance with the procedures described in this Agreement. The District's ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of the Water Infrastructure upon, over, under, or through any property owned or controlled by the City will not require an easement or any other form of written permission from the City, with the exception of the City's Excavation Permit requirements.

b. **City Main Improvements.** The City will design, install, construct, own, operate, and maintain any requisite extensions or improvements to any of the City's main lines necessary to provide water service for the Project, at the City's expense.

c. **City Supply Connection Improvements.** If the Project will include connection to the City's water supply system, and the District's purchase of water from the City for purposes of providing water service for the Project, the Project Plan schematic will depict the connection to the City's water supply system, including any distribution infrastructure necessary to connect the Water Infrastructure for the Project to the City's main or water supply system, including any gate valves; lines to connect to the Water Infrastructure; and any other related appurtenances and equipment as necessary to provide water from the City's water supply system to the Project (the "City Distribution System"). The City will design, install, construct, own, operate, and maintain the City Distribution System, at the City's expense.

d. **City Supply Metering Equipment.** If the Project will include connection to the City's water supply system, and the District's purchase of water from the City for purposes of providing water service for the Project, the Project Plan schematic will depict any and all meters, meter pits, and other metering equipment for purposes of monitoring and measuring water provided from the City to the Project (the "City Supply Metering Equipment"). The parties will mutually determine the location of metering points where the City will measure the quantities of water delivered to the Project, and the Project Plan schematic for the Project will depict the City Supply Metering Equipment. The City will design, install, construct, own, operate, inspect, test, and maintain the City Supply Metering Equipment, at the City's expense, including testing at least every 24 months. The City will repair or replace any meter that does not measure water usage to the American Water Works Association Standard of 2% error.

e. **District Monitoring Equipment.** If the Project will include connection to the City's water supply system, and the District's purchase of water from the City for purposes of providing water service for the Project, the Project Plan schematic will depict any and all above-ground monitoring equipment for the District's use for purposes of monitoring and measuring water provided from the City to the Project (the "District Monitoring Equipment"). At the District's discretion, the City will design and construct the District Monitoring Equipment at all of the locations of the City Supply Metering Equipment; the Project Plan schematic for the Project will depict the District Monitoring Equipment. Following completion of the District Monitoring Equipment in

accordance with the plans and specifications approved by the District, ownership of the District Monitoring Equipment will automatically vest in the District, without the need for any bill of sale or any other written document, and the District will own, operate, and maintain the District Monitoring Equipment at the District's expense. The District may create a special assessment district and assess the Property to finance and fund the District Monitoring Equipment. The District will reimburse the City for all costs and expenses of designing and constructing the District Monitoring Equipment in accordance with the procedures described in this Agreement. The District's ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of any District Monitoring Equipment on any property owned or controlled by the City will not require an easement or any other form of written permission from the City, with the exception of the City's Excavation Permit requirements.

f. **Hydrant Flushing.** The Project Plan will specifically identify any hydrants the District will own. With regard to any hydrants owned by the District, the City will conduct flow tests and flushing, at the City's expense, with the exception of the water utilized flushing the District's hydrants; the District will reimburse the City for water utilized flushing the District's hydrants.

g. **Option to Purchase.** The parties may agree to a sale in the future in which the City purchases the right to purchase the Water Infrastructure and service area regarding the Property from the District at a later date, upon agreement between the parties, for a price to be determined by the parties, all subject to approval by the United States Department of Agriculture and the North Dakota Public Finance Authority.

6. **Construction Process.** Prior to advertising for bids for the water infrastructure improvements, the City will provide copies of plans and specifications to the District for review and approval, and to afford the District the opportunity to include design modifications, including the addition of meters, meter pits, and other metering equipment, regarding the Water Infrastructure and regarding the District Monitoring Equipment; the City will not advertise for bids until the District approves the City's plans and specifications. The City will separate the costs regarding the Water Infrastructure for the Project from the costs for all other improvements the City will construct. The City will comply with all applicable public contracting statutes under North Dakota law regarding the water infrastructure improvements. Following bid opening regarding the Water Infrastructure for the Project, the City will communicate its ENGINEER'S STATEMENT OF COSTS regarding the Water Infrastructure to the District. The City will not award any contracts regarding the Water Infrastructure for the Project until the Developer executes a Developer Agreement with the District, and until the Developer submits the requisite security to the City, including security for the District's costs, as described in more detail in this Agreement.

7. **Construction Warranties.** The City will ensure all contracts with any of the City’s consultants, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties regarding the Water Infrastructure and regarding the District Monitoring Equipment include warranties for and on behalf of the District regarding any improper or defective procurement, design, construction, or installation. The City will otherwise assign any and all warranties, representations, or indemnities granted to the City, including all remedies for breach, in any contracts with engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties to the District, and will otherwise cooperate with the District as reasonably necessary to allow the District to seek redress for any improper or defective procurement, design, construction, or installation of any of the Water Infrastructure or the District Monitoring Equipment.

8. **Security and Developer Agreement.** The City will not award any contracts for the construction and installation of the Water Infrastructure or the District Monitoring Equipment until the following have occurred:

- a. The District and the Developer have executed a Developer Agreement, under which the District will establish and create a special assessment district for the purpose of financing and funding the Water Infrastructure and the District Monitoring Equipment regarding the Property. Under the Developer Agreement, the District will levy special assessments against the Property, and each lot or parcel on the Property, to recover all costs of the Water Infrastructure and the District Monitoring for the Project, in accordance with Chapter 61-35 of the North Dakota Century Code (the “Special Assessment District”). Further, among other representations and covenants, under the Developer Agreement the Developer must warrant ownership of the Property; the Developer must agree to provide both the District and the City access to the Property for purposes of constructing the Water Infrastructure; and the Developer must agree the District may record the Developer Agreement against the Property to provide sufficient and constructive notice of the rights and obligations of subsequent owners under the Developer Agreement.

and

- b. The Developer has provided the City with security as follows:
 - i. The Developer will file security with the City that will include security for the City and the City's infrastructure improvements (infrastructure other than the Water Infrastructure and the District Monitoring Equipment), and security for the District. In accordance with the City's security requirements as identified in the City's standard IMPROVEMENT DISTRICT AGREEMENT, attached as **Exhibit D**, the Developer will file security in the form of a promissory note or another form of security acceptable to the City regarding all infrastructure improvements for the Property as required by the City, including the Water Infrastructure (all forms of acceptable security under the City's IMPROVEMENT DISTRICT AGREEMENT are, collectively, the "Security"). The Developer's Security will provide sufficient security for all of the City's infrastructure improvements, and will include a sum equivalent to 50% of the ENGINEER'S STATEMENT OF COSTS related to the Water Infrastructure, the District Monitoring Equipment, and any other water infrastructure improvements the District will own (the "Water Security Portion"). The Developer must file and provide the Security with the City prior to the awarding of any contracts regarding the Water Infrastructure or the District Monitoring Equipment. The City will treat the Water Security Portion the same as security due the City under the Security, with the exception that the District's security and the Water Security Portion will be first in priority regarding the security under the Security.
 - ii. Under the Developer Agreement, the Developer must agree to at least the following terms regarding the Security:
 - a) The Developer and the District must agree that if special assessments on lots within the Special Assessment District are not paid as set out in the Developer Agreement, the following process will apply:
 - 1) the District will give the City notice of the Developer's default;
 - 2) the City will issue written demand for payment on the promissory note;
 - 3) when the City receives an amount sufficient to satisfy the deficiency, the City will provide the District with the deficiency amount;

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Cass Rural Water Users District
City of West Fargo
The Wilds 20th Addition*

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- 4) the District will place any funds received from the City into the sinking fund of the Special Assessment District for the Project; and
 - 5) the District will not apply the funds to pay special assessments on any property within the Special Assessment District, but will instead make any debt service payments necessary on the bonds issued to finance the Water Infrastructure; however, if the Developer subsequently pays the principal amount of delinquent special assessments to Cass County, the District, upon receipt of those funds from Cass County, will transfer the funds to the City (less any costs incurred by the District), and the City will return the funds (less any costs incurred by the City).
- b) The Developer's duty to maintain sufficient Security regarding the Water Security Portion will only be extinguished in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT, or when all special assessments for that lot or parcel, certified or uncertified, regarding the Special Assessment District are paid. The sale, tax sale, transfer, or other disposition of any lot or parcel within the Special Assessment District will not impact the Developer's duty to maintain sufficient Security regarding the Water Security Portion.
 - c) The City will authorize reduction of the principal amount of the Security regarding the Water Security Portion in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT.
 - d) The Developer will pay all costs, including reasonable attorneys' fees, incurred by the City and the District in enforcing the Developer's obligations and duties regarding the Security.

9. **Reimbursement of the City.** Upon completion of the construction and close-out of the Project, the City will present a statement to the District for the final costs of the engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and interim financing regarding the Water Infrastructure and the District Monitoring Equipment. To determine the amount due from the District, the City will calculate its actual costs for quality control testing, interim financing, and construction regarding the Water Infrastructure and the District Monitoring Equipment, and the City will add 13% to reimburse the City for its costs regarding engineering, development, design, administration, special assessment commission expenses, and project close-out. Within 90 days of its receipt of the City's statement, the District will reimburse the City for costs incurred by the City regarding the Water Infrastructure and the District Monitoring Equipment; if the District fails to reimburse the City within 90 days of the

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City of West Fargo
The Wilds 20th Addition*

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District's receipt of the City's statement, the District will pay the City interest of 3% per month on all outstanding principal until the District remits payment.

10. **Assessment Analysis.** For purposes of levying special assessments regarding the Special Assessment District, the District must determine the benefits of the Water Infrastructure and the District Monitoring Equipment to the Property, and to each lot or parcel within the Property. In addition to the City's obligations under this Agreement identified above, the City will assist the District in its review of benefits and assessments regarding the Special Assessment District, in accordance with the District's benefit analysis requirements under N.D. Cent. Code § 61-35-61. Specifically, the City will utilize its Special Assessment Commission to consider and recommend the proposed benefits to the Property, and to each lot and parcel within the Property, for purposes of recommending a preliminary assessment list to the District regarding the Special Assessment District. The District is ultimately responsible for establishing and creating the Special Assessment District, including ultimately determining and approving a final assessment list and certifying assessments to Cass County. However, in light of the City's Special Assessment Commission's technological capabilities regarding assessment calculations, and the parties' similar methodology for determining benefits for water infrastructure improvements, the parties agree the City's Special Assessment Commission and its recommendations will be valuable for the District as it evaluates benefits and approves a final assessment list to create the Special Assessment District. Following the initial certification of assessments to Cass County by the District, the District will be solely responsible for determining and certifying assessments for subsequent years. The District will create the Special Assessment District to assess the Property to reimburse the City for its costs incurred in engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and interim financing regarding the Water Infrastructure and the District Monitoring Equipment. The final assessment amount regarding the Special Assessment District will be the amount the District remits to the City, a 3% administrative fee incurred by the District, attorneys' fees of the District related to creation of the Special Assessment District, bond counsel fees, and all other bond issuance costs.

11. **Tax Foreclosures.** If any of the Property lots or parcels within the Special Assessment District revert back to Cass County, or if Cass County forecloses on any lots or parcels for non-payment of taxes, and there are outstanding special assessments regarding the Special Assessment District on any lot or parcel within the Property, the District agrees it will not attempt to purchase any lots or parcels from Cass County unless the City elects not to purchase the foreclosed lots or parcels. The City may purchase any portion of the Property obtained by Cass County due to non-payment of taxes; if the City elects not to purchase any portion of the Property obtained by Cass County, the District may then elect to purchase the lots or parcels. However, the City agrees that in any subsequent resale of any lot or parcel of the Property by the City, the City will include in the purchase price the amount of any unpaid special assessments owed to the District regarding the Special Assessment District, plus interest at the legal rate, and will remit that amount to the District within 30 days of the date the City sells the Property lot or parcel. If, in good faith, the City cannot sell the property for an amount sufficient to cover all the

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outstanding special assessments of both the District and the City, the City and the District will split the purchase price of the property in proportion to the total amount of assessments owed to the City and the District.

12. **Water Service.** The District has exclusive jurisdiction to provide water service to the Property in accordance with Sections 1926(b) and 6-09.4-22. Following completion of the water infrastructure improvements necessary to provide water service to the Property, and all owners of all parcels within the Property, will be subject to the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements in effect as of the date of this Agreement, and as may be amended. Further, following completion of the Water Infrastructure for the Project, the District will provide water service to the Property, and all owners of all parcels within the Property, with water from the District's water supply system, or with water the District purchases from the City, in accordance with the terms of a separate WATER PURCHASE AGREEMENT between the District and the City. If the District and the City agree, via the Project Plan for the Project, that the District will provide water service to the Property with water from the District's water supply system, and if the Property, or any portion of the Property, includes property within the City's municipal boundaries at the time of the Project Plan, the District will provide water service to the Property from the District's water sources, as permitted by the State of North Dakota, including water from the District's wells treated in the District's water treatment facilities.

13. **Membership and Water Billing.** In the event the Project includes connection to the City's water supply system, and the District's purchase of water from the City, for purposes of providing water service to the Property for the Project, the City will bill the District, in accordance with the terms of a separate WATER PURCHASE AGREEMENT between the District and the City. All owners and subsequent purchasers of any and all parcels within the Property will be user members of the District, and they must comply with all of the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended, including their responsibilities as members to construct and maintain water service lines on their individual lots or parcels, as necessary to connect their individual lots or parcels to the Water Infrastructure from their respective curb stops, at their own cost. The District will provide metering equipment for each member and parcel and each member will install the metering equipment, in accordance with the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended. The District will bill every member and parcel within the Property directly at its rates applicable to each parcel, and including any costs or fees incurred by the District or charged by the City regarding the District's purchase of water from the City; the District will collect and retain all billing from members in accordance with its standard practices and policies. The District billing will include its rates applicable to the Property in accordance with its membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended. Upon request from the City, the District will provide billing information regarding any of the properties within the Property for the Project.

14. **Water Quality and Testing.** The District and the City will cooperate, at each party's own expense, with the North Dakota Department of Health ("DOH") regarding water quality and testing requirements applicable to the Project in accordance with North Dakota law, including Chapter 61-28.1 of the North Dakota Century Code, and in accordance with DOH's applicable rules and regulations.

15. **City Right of Way.** At no cost to the District, the City will grant the District all necessary temporary and permanent easements or other documents of permission regarding the District's ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of any Water Infrastructure over any property owned or controlled by the City. Any easement or permission document from the City to the District will require the District to comply with the City's Excavation Permit requirements.

16. **Water Restrictions.** The District will cooperate with the City regarding any water use restrictions enacted by the City, including communication of the City's water use restrictions to the District's members within the Property under this Agreement.

17. **Future Expansions.** The parties must mutually agree to any expansions or extensions of the Project or improvements to the Water Infrastructure to accommodate other developments, properties, or users of either party.

18. **Dissolution of the District.** In the event the District is dissolved or any regional provider acquires the service area for the Property from the District, the City reserves the right to purchase the Water Infrastructure and the right to serve the Property from the District, for a price to be determined by the parties.

19. **Non-Waiver.** The parties agree neither this Agreement nor the parties' rights and obligations will act as any waiver of the District's exclusive rights to provide water service within its service area or to design, install, construct, own, operate, and maintain all water infrastructure within its service area; this Agreement does not vest the City with any right to provide water service to any property within the District's service area, except as provided in this Agreement; and the District maintains all jurisdiction and territorial integrity over the Property.

20. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

21. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law (e.g., 7 U.S.C. § 1926(b)); the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota, with the exception of any litigation regarding, or that may impact in any way, the District's exclusive rights regarding the Development Area under 7 U.S.C. § 1926(b), which will be venued in U.S. Federal District Court for the District of North Dakota; the parties waive any objection to personal jurisdiction or venue; and neither party can or will assert the law of any other state or jurisdiction to avoid liability or to challenge jurisdiction or venue.

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

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

24. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

25. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

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

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

28. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

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Cass Rural Water Users District
City of West Fargo
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CASS RURAL WATER
USERS DISTRICT

Jon Zuther, President

ATTEST:

Barry Bowman, Secretary

Date: _____, 2020

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CITY OF WEST FARGO

Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Tina Fisk, City Administrator

Date: _____, 2020

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Cass Rural Water Users District
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EXHIBIT A

**MAP OF THE CITY'S MUNICIPAL AND EXTRATERRITORIAL BOUNDARIES
AND THE DISTRICT'S SERVICE AREA BOUNDARIES
(AS OF THE DATE OF THIS AGREEMENT)**

(1 page attached)

EXHIBIT B

Legal Description of the Property

The Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota, formerly known as a portion of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 6, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Beginning at the most southerly corner of Lot 41, Block Three, THE WILDS NINTH ADDITION, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence North 49 degrees 17 minutes 11 seconds East, plat bearing, along a southerly line of said Block Three, a distance of 254.23 feet to the most easterly corner of Lot 37 of said Block Three; thence northeasterly, continuing along said southerly line and along a tangential curve concave to the northwest having a radius of 915.00 feet and a central angle of 10 degrees 55 minutes 37 seconds a distance of 174.50 feet to the most easterly corner of Lot 34 of said Block Three; thence South 82 degrees 53 minutes 51 seconds East, continuing along said southerly line, 206.72 feet to a corner of Lot 42 of said Block Three; thence South 36 degrees 01 minute 36 seconds East, continuing along said southerly line, 279.36 feet to a corner of said Lot 42; thence North 88 degrees 01 minute 46 seconds East, continuing along said south line, 250.00 feet to the west line of said Block Three; thence South 01 degree 58 minutes 14 seconds East, along said west line, 192.00 feet to the south line of 60th Avenue West, as dedicated on said THE WILDS NINTH ADDITION; thence North 88 degrees 01 minute 46 seconds East, along said south line, 322.02 feet to the west line of GREYHAWK ESTATES SUBDIVISION, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 01 degree 58 minutes 22 seconds East, along said west line, 950.44 feet to the north line of ALTENBURG ACRES FIRST SUBDIVISION, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 89 degrees 00 minutes 19 seconds West, along said north line, 1022.34 to the east line of 9th Street West, as dedicated on said THE WILDS NINTH ADDITION; thence North 00 degrees 58 minutes 44 seconds West, along said east line, 499.47 feet; thence northwesterly, continuing along said east line and along a tangential curve concave to the west having a radius of 849.85 feet and a central angle of 45 degrees 22 minutes 08 seconds a distance of 672.94 feet to the point of beginning.

Containing 28.567 acres, more or less, and is subject to easements of record.

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The Property above was platted as “THE WILDS TWENTIETH ADDITION” to the City of West Fargo, Cass County, North Dakota, and recorded at the office of the Cass County Recorder as Document No. 1602336 on August 20, 2020, at 12:42 p.m., as follows:

Block 1:

Lots 1-19 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 2:

Lots 1-25 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 3:

Lots 1-20 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 4:

Lots 1-22 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

Block 5:

Lots 1-28 in the Wilds Twentieth Addition to the City of West Fargo, Cass County, North Dakota.

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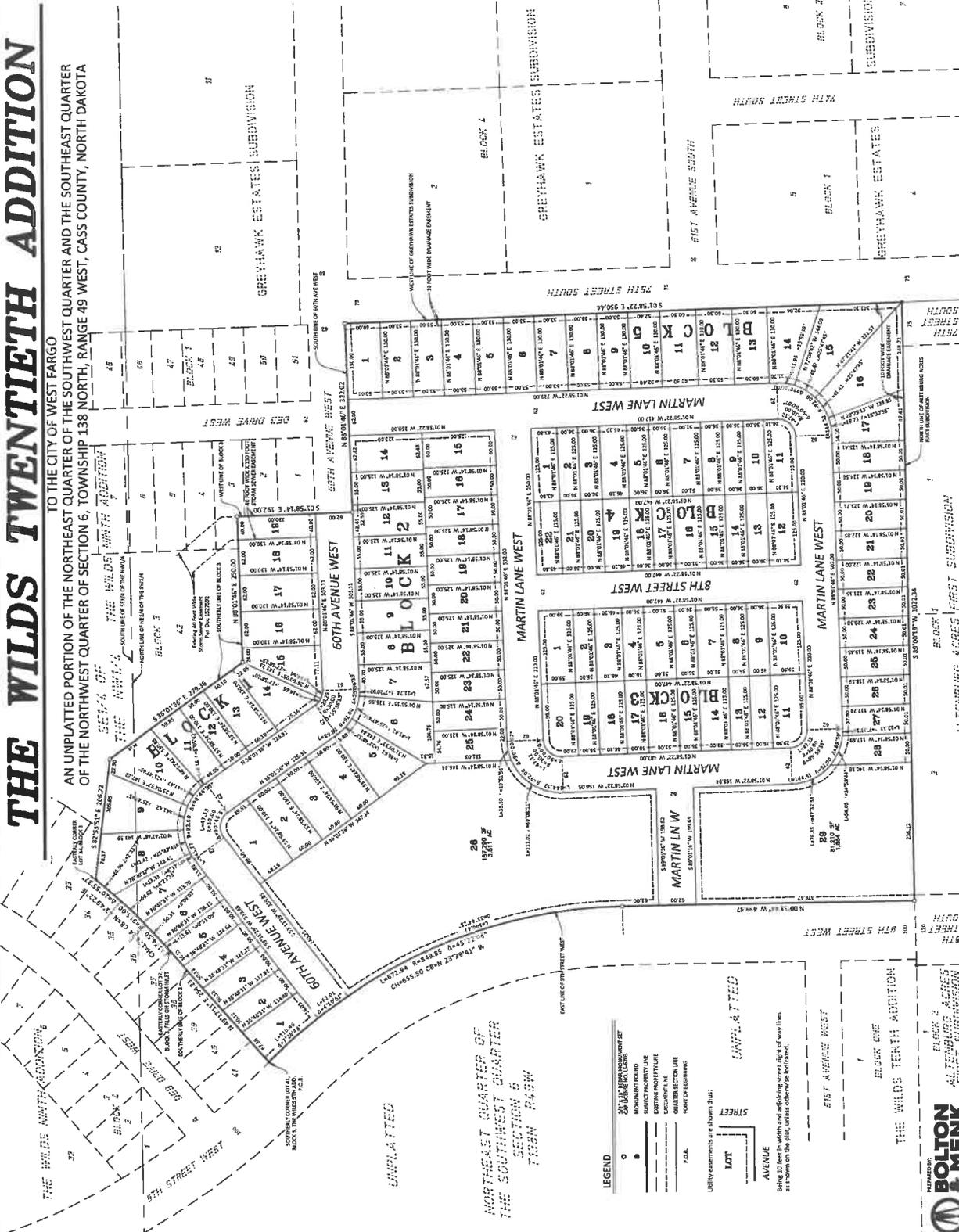
EXHIBIT C

Proposed Plat of the Property

(2 pages attached)

THE WILDS TWENTIETH ADDITION

TO THE CITY OF WEST FARGO
 AN UNPLATTED PORTION OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER
 OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



BLOCK 1

LOT #	BEARING	FEET
1	N 87°13' E	150.00
2	N 87°13' E	150.00
3	N 87°13' E	150.00
4	N 87°13' E	150.00
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8	N 87°13' E	150.00
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10	N 87°13' E	150.00
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30	N 87°13' E	150.00

BLOCK 2

LOT #	BEARING	FEET
1	N 87°13' E	150.00
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3	N 87°13' E	150.00
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7	N 87°13' E	150.00
8	N 87°13' E	150.00
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BLOCK 3

LOT #	BEARING	FEET
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30	N 87°13' E	150.00

BLOCK 4

LOT #	BEARING	FEET
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29	N 87°13' E	150.00
30	N 87°13' E	150.00

LEGEND

- 20' U.S. BOUNDARY SET
- MONUMENT FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING EASEMENT
- POINT OF BEGINNING

POA.

Utility easements are shown thus:

- STREET
- UNPLATTED
- LOT
- AVENUE

Being 10 feet in width and adjoining street right-of-way lines as shown on the plat, unless otherwise indicated.



THE WILDS TWENTIETH ADDITION
 BLOCK ONE
 ALTA MENSURE ACRES
 FIRST SUBDIVISION

*Water Service Cooperation Agreement
Cass Rural Water Users District
City of West Fargo
The Wilds 20th Addition*

Page 19

EXHIBIT D

The City's IMPROVEMENT DISTRICT AGREEMENT

(7 pages attached)

IMPROVEMENT DISTRICT AGREEMENT

THIS AGREEMENT, entered into this 1st day of August, 2020, by and between the City of West Fargo, Cass County, North Dakota (the "City"), and Westport Investments, LLC (the "Developer").

WHEREAS, the Developer is the owner of certain property in the City of West Fargo, being within Sewer, Water, Storm and Street Improvement District No. 1331 (the "Improvement District"); and

WHEREAS, the Developer has requested the City to create the Improvement District; and

WHEREAS, the City has created said Improvement District and has or will contract for certain improvements to be constructed upon said property and within said district, the cost of which will be assessed against the benefitted properties therein; and

WHEREAS, the City desires to place itself in a more secure position relating to the collection of special assessments against said property; and

WHEREAS, the Developer wishes to induce the City to proceed with construction of the improvements in the Improvement District.

NOW THEREFORE, the parties agree as follows:

1. The Developer shall execute a personal promissory note in a form satisfactory to the City Attorney in a total amount equal to 50% of the engineer's estimated costs of the improvements to be assessed against the property described in paragraph 3. The City may only draw upon the promissory note upon the conditions set forth in paragraphs 5 and 6 of this Agreement. There shall be no interest due on the promissory note, except if payment is not made when demanded as provided in the promissory note, and for post judgment interest, if any.

2. The City has created Sewer, Water, Storm and Street Improvement District No. 1331 and has or will contract for certain improvements to be constructed upon the property, and assess the cost of the projects against the benefitted property within the Improvement District. No contract will

be entered into by the City until this Agreement has been executed and promissory note required above executed and delivered to the City.

3. The property covered by this agreement is as follows:

SEE EXHIBIT A.

4. The Developer agrees that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement, and which have not been "Developed," must be kept from being "In Default." For purposes of this Agreement, "In Default" is defined to mean that all special assessments on any lot covered by this Agreement may not become three years' delinquent. An assessment becomes "one year delinquent" if it is not paid by March 2 of the next year after the assessment is levied in the fall. The entire three years of unpaid specials are deemed In Default when any property becomes three years' delinquent.

5. It is agreed between the parties that if special assessments on lots covered by this Agreement and which have not been Developed are not paid as set out in the above paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developer of the lots covered by this Agreement for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developer that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within 14 days of the mailing of the notice, whichever is later, that the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount In Default. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead making a payment directly to the City Auditor for the amount In Default on those lots, which will be placed in the appropriate Bond Sinking Fund.

6. Alternatively, even if the special assessments are not In Default as defined above, if the City Auditor determines that the Bond Sinking Fund of the bond issue out of which the improvements for the Improvement District were financed (the "Bond Fund") has insufficient funds to make the next principal and interest payment coming due on those bonds, the Developer agrees, within fourteen (14) days of written request of the City Auditor, to make payments on delinquent special assessments covered by this Agreement in an amount equal to the deficiency determined by the City Auditor so the City is in position to provide for the full payment of principal and interest on the next Bond payment date. Provided, the maximum amount Developer has to pay will be capped by the total amount of delinquent special assessments on lots covered by this Agreement. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead making a payment directly to the City Auditor for the amount delinquent on those lots, which will be placed in the in the Bond Fund. If the Developer does not make the required payment within the fourteen (14) day period, the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots covered by this Agreement.

7. If the City has to commence litigation to collect on the promissory notes, and is successful, the Developer agrees to pay the City its costs of litigation, including attorney fees. Upon receipt of funds from the promissory notes after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of litigation, including attorney fees, then place the remaining funds into the Bond Fund. The City will not apply those sums to pay special assessments on any property covered by this Agreement, but those sums will be used to pay principal

and interest payments on outstanding bonds which were used to finance the improvements in the special assessment district covered by this Agreement.

8. If the Developer, after receiving notice from the City Auditor as set out in paragraphs 5 or 6 above, makes payment of special assessments, or pays funds directly to the City to place in the Bond Fund, such payments will be subtracted from the face amount of the promissory note or notes of the Developer.

9. If the Developer ever makes a payment directly to the City Auditor under this Agreement, or if the City ever collects money after commencing litigation and places those funds into the Bond Fund, or if the City gets back property for delinquent specials for property which the Developer had paid the City money under this Agreement, the City will then create an escrow account. Into that escrow account will be placed assessment payments or lot sale proceeds received by the City that replicate payments already received by the City from the above sentence. For example, assume Developer, after notice, makes a payment directly to the City to cover delinquent assessments on lots not owned by the Developer. Later, assume the City receives payments from the County for special assessment payments covering the same assessments as involved in the Developer payments to the City. In that the City will in effect have been paid twice for those same assessment years, the City will place that money into an escrow account. Likewise, if the City collects money from the promissory note after litigation has commenced and places that money directly into the Bond Fund, and then later receives payments from the County for special assessment payments covering the same assessments that were part of the litigation, the City will place that money into an escrow account. Finally, assume a lot covered by this Agreement goes delinquent and Developer had made payments to the City either directly or as a result of litigation, and the lots then are not sold

at a tax sale but become owned by the City, who subsequently sells the lot. The City will place those sale proceeds into an escrow account.

The City may first use the funds in the escrow account to reimburse itself for the cost of selling the lots, or litigation costs incurred under this Agreement not otherwise recovered. The City next may transfer such funds in the escrow account to the Bond Fund if there is a deficiency in the Bond Fund.

If the escrow account is formed prior to 50% of the lots being developed, the City will maintain the escrow fund, other than for payments allowed as set out above, until 50% of the lots are developed. If at that time, there is no deficiency in the Bond Fund, and the Developer is no longer in violation of the terms of this Agreement, the City will, to the extent funds allow, reimburse Developer for payments made directly into the Bond Fund as a result of this Agreement and the promissory note(s), with no interest. Any payments to the Developer under this section will automatically increase the principal amount of the promissory note(s) outstanding. If there are more funds in the escrow account after fully reimbursing the Developer, those funds will be transferred to the Bond Fund. If the escrow account is formed after 50% of the lots are developed, the same procedures will be followed, with the release date to Developer being after 75% of the lots are developed.

10. The Developer agrees that the promissory note(s) issued pursuant to this Agreement is to be used to secure payment of special assessments which are delinquent or In Default as provided above on all lots covered by this Agreement. The Developer's obligation to pay special assessments on lots is only extinguished when that lot is "developed," or when all special assessments for that lot, certified or uncertified, for the Improvement District are paid. For purposes of this Agreement, the term "developed" means that a structure for which a building permit has been granted by the City

has been constructed on the lot. The sale, tax sale, transfer or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the promissory note.

11. The City Auditor is authorized to reduce the principal amount of the promissory note(s) issued hereunder upon 50% of the lots being developed. At that time, assuming there is not a deficiency in the Bond Fund, the principal amount of the promissory note(s) will be reduced by 50%. After 75% of the lots are developed, and assuming there is no deficiency in the Bond Fund, the City Auditor is authorized to release the promissory note(s).

12. For all notices required to be given to the Developer pursuant to this Agreement, the City Auditor shall mail the notice by ordinary mail to the Developer at the following address:

Westport Investments, LLC
4265 45th Street South, Suite 200
Fargo, ND 58104-4309

Notice sent to that address shall be sufficient notice pursuant to this Agreement unless the Developer gives the City Auditor written notice of a change of address to be used for purposes of this Agreement.

13. The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by Developer or bank of any of the provisions hereof, shall no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.

14. This Agreement cannot be altered, modified, cancelled or amended without the written consent of all parties to this Agreement.

15. The terms of this Agreement are hereby made binding upon all parties hereto, their successors and assigns, and no party under this Agreement can assign their interest in the Agreement to any other person or entity without the written consent of all other parties.

CITY OF WEST FARGO

BY: _____
President of the Board of City
Commissioners

BY: _____
City Auditor

DEVELOPER:

WESTPORT INVESTMENTS, LLC

BY: 
Its President

BY: 
Its Secretary



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Matthew Andvik

Phone Number: *

701-212-7867

Email Address:

matthew.andvi@westfargond.gov

Date *

9/3/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

The creation of new Snow Emergency Routes

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Approve the creation of new Snow Emergency Routes

Upload Additional Documentation (Optional):

Snow Emergency Routes Memo 9.8.20.docx

51.14KB

Snow Emergency Routes_Updated.jpg

1.3MB



To: West Fargo City Commission
From: West Fargo Public Works Director, Matthew Andvik
Date: September 8, 2020
Subject: New Snow Emergency Routes
Action: Approve the Creation of New Snow Emergency Routes

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commissioner

Brad Olson, Vice President

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Police and Fire

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary and Recommendation:

I am proposing the creation of 4 new Snow Emergency routes, 6th Street East, from 13th Avenue East to 4th Avenue East.

10th Avenue East, From 1st Street East to 9th Street East.

12th Street West, From 21st Avenue West to 32nd Avenue West.

11th Street West, From 40th Avenue West to 52 Avenue West.

(see attached map)

The Public Works Department is requesting 6th Street East and 10th Avenue East to be Snow Emergency Routes because of Eastwood Elementary School. 10th Avenue East had been a Snow Emergency Route before. It was removed as Snow Emergency Route 5 years ago, I could not find the reason for why it was removed. There has been a resident who has been reaching out for the past couple years to get 10th Avenue reinstated as a Snow Emergency Route. He has stated that there is support from other residents on the Avenue for this as well. The recent remodel of the school, with their drop off loop now fronting 10th Avenue would be a reason for making this a Snow Emergency Route as well.

The Public Works Department is also requesting 12th Street West and 11th Street West to be Snow Emergency Routes because it would close gaps that we have in the Snow Emergency routes on the South part of town. Both of these routes would give residents in area easier access to our main roads after a snow storm. I have heard numerous complaints of the lack of snow emergency routes in these areas.

Policy Analysis:

Chapter 2 Section 2-0407 of the City Ordinances, Designation of Snow Emergency Routes, requires the designation of snow emergency routes to be passed by the Commission. By approving these new routes, this will improve the ability to get to the school, show that the residents' concerns have been considered and add additional routes that residents can use on the south part of town.

Financial Analysis:

The total proposed cost is \$1,920 would come from the Sign Budget item out of the Street Department fund. We would need to install 32 signs at \$60 per sign (sign, bolts, post).

Process/Timeline:

After passing a second reading we would begin installation of the signs. The installation process would take a day or two.



To: West Fargo City Commission
From: Dustin T. Scott, City Engineer
Date: September 8, 2020
Subject: 2259 - Concrete Pavement Repair
Action: Authorize Contract

Commission President
Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commissioner
Brad Olson, Vice President

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Police and Fire

Commissioner
Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and
Engineering

Secondary Portfolio:
Administration/Finance

Commissioner
Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and
Engineering

Commissioner
Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator
Tina Fisk

Summary and Recommendation:

This project was included in the city's 2020 Capital Improvement Plan (CIP) and is a coordinated effort between the Public Works and Engineering Departments. As shown in the CIP, the intent is to contract large-scale pavement repairs each year, which will allow Public Works to focus on other pavement management projects.

Included with this project are twelve (12) locations on five (5) major streets that are in critical need of full-depth patching. Construction plans and specifications were prepared (*internally*) and we solicited quotes from various contractors. Submittals are due on Tuesday, September 8th and the results will be presented during the City Commission meeting, along with a recommendation to award a contract.

Policy Analysis:

A pavement maintenance program has been budgeted into the city's 5-year CIP. Pavement maintenance includes chip seals, concrete patching and small overlay projects. This project is the first to be designed and administrated "in-house" by the engineering department.

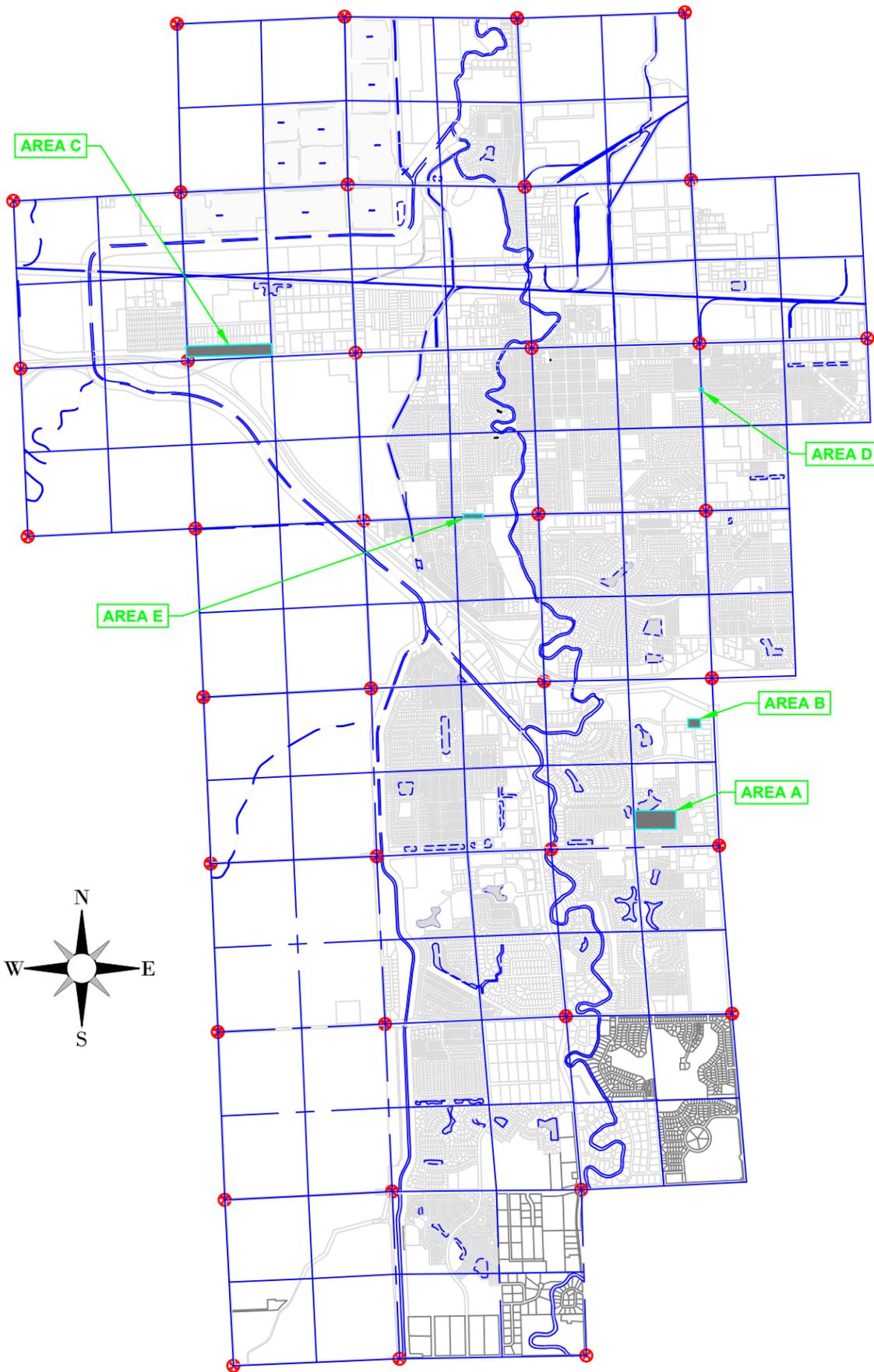
Financial Analysis:

This project was included in the 2020 CIP with a budget of \$300,000 using sales tax funds. However, the intended budget for this project is below \$200,000, which allows the city to solicit quotes instead of going through public bidding process (per N.D.C.C.).

Process/Timeline:

Construction would begin as soon as contracts are executed with substantial completion scheduled for October 30, 2020.

VICINITY MAP



THIS DOCUMENT WAS ORIGINALLY
ISSUED AND SEALED BY
DUSTIN T. SCOTT
N.D. REG NO. 6257
ON 08/25/2020

THE ORIGINAL DOCUMENT IS STORED
AT WEST FARGO PUBLIC WORKS,
WEST FARGO, ND

STREET IMPROVEMENT PROJECT NO. 2259

Various Locations
West Fargo, North Dakota

PLAN NOTES

GENERAL NOTES:

1. Follow NDDOT specifications from the 2014 edition of Standard Specifications for Road and Bridge Construction, unless modified below.
2. The drawings designate those existing items for removal, replacement, or improvement. If not designated for removal, replacement, or improvement, all other existing items within the site to be protected.
3. Testing to be completed by Owner.
4. Contractor to use published truck routes. Any construction traffic damage to roads outside the construction area to be repaired by the contractor.
5. No concrete washout to be located within project limits.
6. Concrete placement must occur within 48 hours of removals on a per site basis.
7. Do NOT use high early concrete. 7 day cure will be completed at each location before location is allowed to re-open.

NDDOT NOTES

202-P01 REMOVAL OF CURB & GUTTER: If Contractor operations require the removal of existing pavement and aggregate base adjacent to curb and gutter removals, the maximum width of each removal area will not exceed 2 feet from the curb & gutter.

704-P01 TRAFFIC CONTROL: All required labor, equipment, and materials required to install, maintain, and remove the traffic devices to be included in the unit price bid for "Traffic Control". Item includes a traffic control plan by the contractor to help facilitate their operations and all required flagging operations to maintain traffic. Traffic control plan must be submitted to engineer 1 week prior to work commencing for review and approval. Contractor is directed to DOT standard drawings D-704-23 and D-704-25 for urban sign layouts. Unit bid amounts are approximate based on DOT layouts.

704-P02 TRAFFIC CONTROL INITIATION: Notify Engineer a minimum of 1 week prior to initiating any road closures or detours. Assist Engineer in notifying the public.

722-P01 MANHOLE CASTINGS: Manhole castings to be installed as follows:

Inside concrete pavement:

- 1) Neenah R-1955-1 (Self Leveling)
- 2) East Jordan Iron Works 3025 SELFLEVEL (Self Leveling)
- 3) Approved equal

722-P02 MANHOLE CASTINGS: Manhole and inlet adjusting rings shall be composed of engineered polymer; either injection molded High Density Polyethylene (HDPE) as manufactured by Ladtech, Inc., or IPEX, Inc, or Expanded Polypropylene (EPP) as manufactured by JSP, or approved equal. Fine adjustments shall be made with thin and/or tapered adjustment rings (no steel shims allowed). All rings shall meet or exceed AASHTO HS-20 loading and be properly installed and sealed in accordance with the manufacturer's recommendations. HDPE materials shall conform to ASTM D-4976 using 100% recycled material. Precast reinforced concrete adjusting rings will only be allowed upon the Engineer's approval where the size required is not manufactured in engineered polymer. For sanitary sewer manholes, rings shall be sealed water-tight from the frame casting to the manhole structure. In lieu of the use of an adhesive/sealant, an external mechanical frame-chimney seal may be used for a watertight installation.

748-P01 CURB & GUTTER: Construct curb and gutter in accordance with the details on Page 09 of the plans. Include all curb and gutter types shown in the plans, high back curb, mountable curb and gutter, and knockdown curb and gutter, in the price bid for "Curb & Gutter - Type 1".

All curb and gutter to be tied to existing curb and gutter with (3) No.4 x 12" bars.

810-P01 CURING MATERIALS: Use the curing materials as indicated in accordance with the manufacturer's recommendations. Materials must meet the minimum specification:

Mainline Paving (Including Curb & Gutter Section)

Linseed oil based or poly-alpha-methylstyrene liquid curing compound, white pigmented conforming to the requirements of AASHTO M 148 Type 2, Class B.

816-P01 AGGREGATE: Crushed concrete may be used in lieu of Class 5 at all locations with approval from Engineer. Approval will require gradation test results to be submitted before using.

THIS DOCUMENT WAS ORIGINALLY
ISSUED AND SEALED BY

ANDREW J. WRUCKE
REG NO. 9821
ON 08/25/2020

THE ORIGINAL DOCUMENT IS STORED
AT WEST FARGO PUBLIC WORKS,
WEST FARGO, ND



No.	Revision / Issue	XX.XX.20
No.	Revision / Issue	XX.XX.20
No.	Revision / Issue	XX.XX.20

CIVIL NOTES
STREET IMPROVEMENT DISTRICT NO. 2259
CONCRETE PATCHING
VARIOUS LOCATIONS
WEST FARGO, NORTH DAKOTA

Project: #	2259	Sheet:	2
Date:	08.14.20		
Drawn By:	AJW	154	

FILE LOCATION: \\westfargo\dfs\Audit\Home\Engineering\andrew.wrucke\Documents\AutoCAD Files\Concrete Patching\2020 Patching Plans.dwg

8/4/2020 2:03 PM

THIS DOCUMENT WAS ORIGINALLY
ISSUED AND SEALED BY
ANDREW J. WRUCKE
REG NO. 9821
ON 08/25/2020

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WEST FARGO, ND

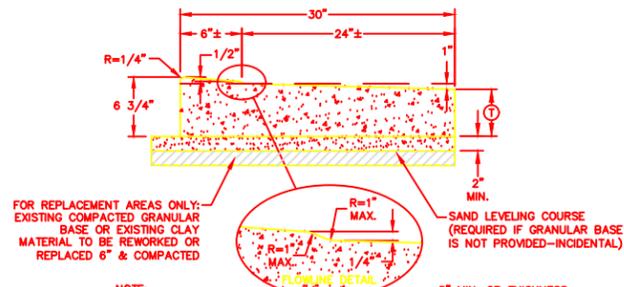


AREA	SITE #	LOCATION					7IN NON-REINF CONCRETE PVTM CL AE-DOWELED			8IN NON-REINF CONCRETE PVTM CL AE-DOWELED			10IN NON REINF CONCRETE PVTM CL AE- DOWELED			AGGREGATE BASE COURSE CL 5			STD. MANHOLE (EA)	CURB (FT)
		STREET	S/W CROSS STREET (A)	N/E CROSS STREET	DISTANCE FROM A	SIDE	LENGTH (FT)	WIDTH (FT)	AREA (SY)	LENGTH (FT)	WIDTH (FT)	AREA (SY)	LENGTH (FT)	WIDTH (FT)	AREA (SY)	AREA (SY)	DEPTH (IN)	CY		
A	A1	31ST AVE E	4TH ST E	31ST AVE E	65	S			41.5			0.0			0.0	41.5	8	9.22	0	18.0
A	A2	31ST AVE E	FOXTAIL DR E	31ST AVE E	10	CL			56.0			0.0			0.0	56.0	8	12.44	0	
A	A3	31ST AVE E	6TH ST E	31ST AVE E	0	CL			58.4			0.0			0.0	58.4	8	12.98	0	
B	B1	23RD AVE E	BLUESTEM DR	23RD AVE E	0	CL			0.0			52.8			0.0	52.8	9	13.20	0	
C	C1	W MAIN AVE FRONTAGE	26TH ST W	MAIN AVE W	440	CL			0.0			0.0			117.8	117.8	12	39.27	0	18.0
C	C2	W MAIN AVE FRONTAGE	26TH ST W	MAIN AVE W	850	CL			0.0			0.0			114.7	114.7	12	38.23	0	18.0
C	C3	W MAIN AVE FRONTAGE	26TH ST W	MAIN AVE W	1660	CL			0.0			0.0			120.4	120.4	12	40.13	0	
C	C4	W MAIN AVE FRONTAGE	26TH ST W	MAIN AVE W	2190	N			0.0			0.0			89.0	89.0	12	29.67	0	
C	C5	W MAIN AVE FRONTAGE	26TH ST W	MAIN AVE W	2350	CL			0.0			0.0			95.6	95.6	12	31.87	0	18.0
C	C6	W MAIN AVE FRONTAGE	26TH ST W	MAIN AVE W	2470	N			0.0			0.0			52.8	52.8	12	17.60	0	
D	D1	INTERSECTION	9TH ST E	4TH AVE E	0	CL			0.0			0.0			67.4	67.4	12	22.47	0	
E	E1	13TH AVE W	8TH ST W	13TH AVE W	260	N			0.0			0.0			233.1	233.1	12	77.70	0	30.0
							155.90			52.80			890.8			344.78				102.0

No.	Revision / Issue	XX.XX.20
No.	Revision / Issue	XX.XX.20
No.	Revision / Issue	XX.XX.20

PROJECT QUANTITIES
STREET IMPROVEMENT DISTRICT NO. 2259
CONCRETE PATCHING
VARIOUS LOCATIONS
WEST FARGO, NORTH DAKOTA

Project: #	2259	Sheet:	3
Date:	08.14.20		
Drawn By:	AJW	155	

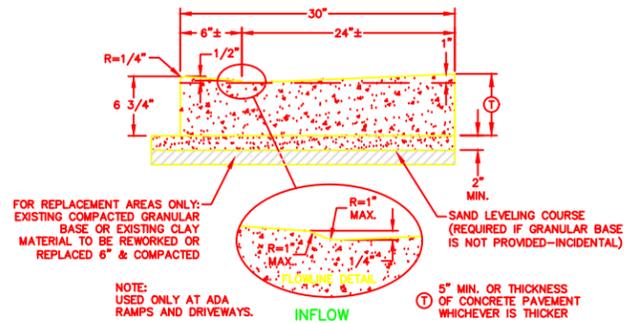


FOR REPLACEMENT AREAS ONLY: EXISTING COMPACTED GRANULAR BASE OR EXISTING CLAY MATERIAL TO BE REWORKED OR REPLACED 6" & COMPACTED

NOTE: USED ONLY AT ADA RAMP AND DRIVEWAYS.

OUTFLOW

5" MIN. OR THICKNESS OF CONCRETE PAVEMENT WHICHEVER IS THICKER



FOR REPLACEMENT AREAS ONLY: EXISTING COMPACTED GRANULAR BASE OR EXISTING CLAY MATERIAL TO BE REWORKED OR REPLACED 6" & COMPACTED

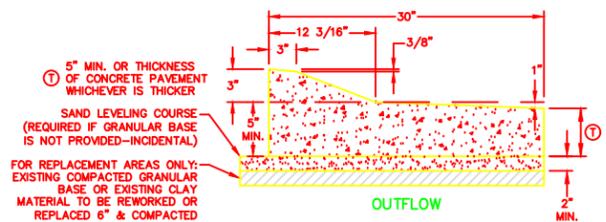
NOTE: USED ONLY AT ADA RAMP AND DRIVEWAYS.

INFLOW

5" MIN. OR THICKNESS OF CONCRETE PAVEMENT WHICHEVER IS THICKER

KNOCKDOWN CURB & GUTTER

NO SCALE WF 02.18.15



FOR REPLACEMENT AREAS ONLY: EXISTING COMPACTED GRANULAR BASE OR EXISTING CLAY MATERIAL TO BE REWORKED OR REPLACED 6" & COMPACTED

OUTFLOW

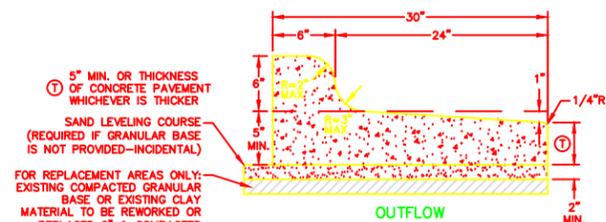


FOR REPLACEMENT AREAS ONLY: EXISTING COMPACTED GRANULAR BASE OR EXISTING CLAY MATERIAL TO BE REWORKED OR REPLACED 6" & COMPACTED

INFLOW

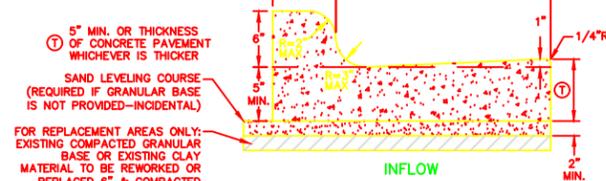
MOUNTABLE CURB AND GUTTER

NO SCALE WF 02.18.15



FOR REPLACEMENT AREAS ONLY: EXISTING COMPACTED GRANULAR BASE OR EXISTING CLAY MATERIAL TO BE REWORKED OR REPLACED 6" & COMPACTED

OUTFLOW

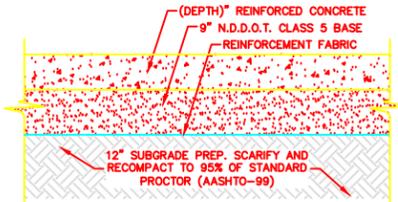


FOR REPLACEMENT AREAS ONLY: EXISTING COMPACTED GRANULAR BASE OR EXISTING CLAY MATERIAL TO BE REWORKED OR REPLACED 6" & COMPACTED

INFLOW

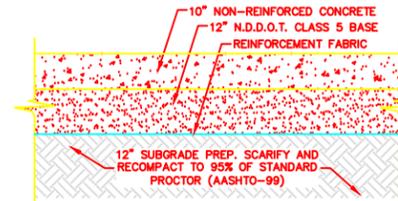
HIGH BACK CURB AND GUTTER

NO SCALE WF 02.18.15



DRIVEWAY PATCH - CONCRETE SURFACE

NO SCALE

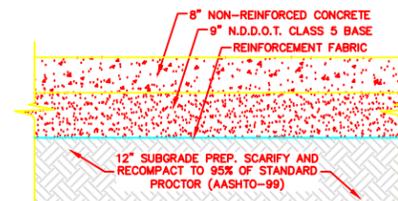


NOTES:

- #5 X 18" BARS @ 48" O.C. BETWEEN PATCH AND CURB AND GUTTER UNLESS INTEGRAL CURB AND GUTTER IS USED.
- #5 X 36" BARS @ 48" O.C. OR #5 X 30" BARS @ 30" O.C. AT NEW LONGITUDINAL JOINT IN OPENING IN MEDIAN.
- LONGITUDINAL JOINT IN OPENING IN MEDIAN SHALL BE KEYPED AND SILICON E-SEALED.
- 1" X 18" SMOOTH DOWEL BARS SHALL BE PLACED @ 12" O.C. AT TRANSVERSE CONTRACTION JOINTS.

STREET PATCH - CONCRETE SURFACE

NO SCALE ARTERIAL STREET

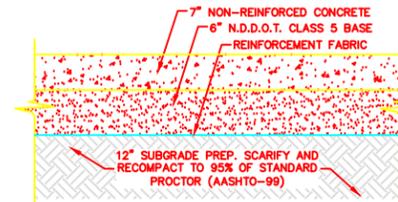


NOTES:

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- LONGITUDINAL JOINT IN OPENING IN MEDIAN SHALL BE KEYPED AND SILICON E-SEALED.
- 1" X 18" SMOOTH DOWEL BARS SHALL BE PLACED @ 12" O.C. AT TRANSVERSE CONTRACTION JOINTS.

STREET PATCH - CONCRETE SURFACE

NO SCALE COLLECTOR STREET

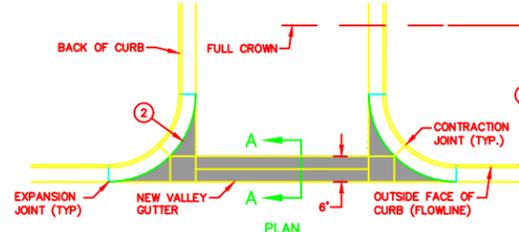
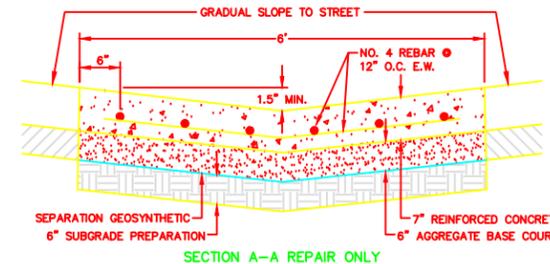


NOTES:

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- LONGITUDINAL JOINT IN OPENING IN MEDIAN SHALL BE KEYPED AND SILICON E-SEALED.
- 1" X 18" SMOOTH DOWEL BARS SHALL BE PLACED @ 12" O.C. AT TRANSVERSE CONTRACTION JOINTS.

STREET PATCH - CONCRETE SURFACE

NO SCALE LOCAL STREET

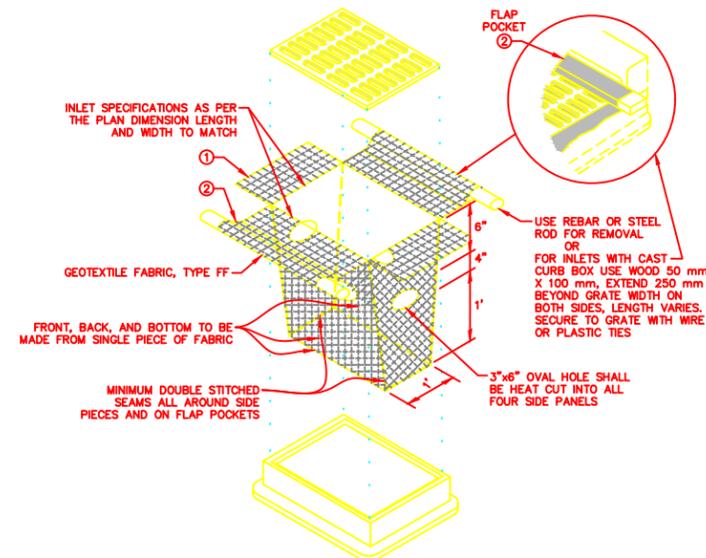


NOTES:

- VALLEY GUTTER AND APRONS TO BE REINFORCED WITH NO. 4 REBAR @ 12" O.C.E.W.
- PAY LIMITS FOR VALLEY GUTTER PER SY. CURB AND GUTTER PAID BY L.F. ALONG RADIUS.
- USE 25' OR AS SHOWN ON GRADING PLAN.

CONCRETE VALLEY GUTTER

NO SCALE MUNI-321313-9.06.21.18



NOTES:

- INLET PROTECTION SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE OWNER.
- MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

INSTALLATION NOTES:

- DO NOT INSTALL INLET PROTECTION IN INLETS SHALLOWER THAN 3", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.
- TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
- THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3" WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

A. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 1' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

B. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"x4".

INLET PROTECTION-CURB BAG

NO SCALE WF 07.08.15

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED BY
JERROLD F. WALLACE
 REG NO. 27431
 ON 08/25/2020

THE ORIGINAL DOCUMENT IS STORED AT WEST FARGO PUBLIC WORKS, WEST FARGO, ND



No.	Revision / Issue	XX.XX.20
No.	Revision / Issue	XX.XX.20
No.	Revision / Issue	XX.XX.20

TYPICAL DETAILS
 STREET IMPROVEMENT DISTRICT NO. 2259
 CONCRETE PATCHING
 VARIOUS LOCATIONS
 WEST FARGO, NORTH DAKOTA

Project: #	2259	Sheet:	9
Date:	08.07.20		
Drawn By:	AJW		156

GENDA ITEM REQUEST
BOARD OF CITY COMMISSIONERS
WEST FARGO, NORTH DAKOTA

OFFICE USE:
AGENDA ITEM # _____

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

CONTACT(s): Dustin T. Scott, City Engineer
MEETING DATE: September 8, 2020
SUBJECT: Improvement District No. 1331 – Review Bids

Attached reference documents:

- Letter prepared by Moore Engineering
- Bid Tabulation
- Engineer's Statement of Estimated Cost
- Notice of Award

LOCATION: Wilds 20th Addition

ACTION REQUEST: Award Contract for "Sewer, Water, Storm and Street Improvement District No. 1331" to Dakota Underground for \$3,534,738.75.

ADDITIONAL INFORMATION:

- The total estimated construction cost identified in the Engineer's Report was \$4,000,000 and the total estimated construction identified in the Engineer's Statement of Cost is \$3,900,000.
- Prior Commission Actions:
 - May 4, 2020 – Accepted developer's Petition
 - May 18, 2020 – Create Improvement District
 - June 1, 2020 – Approve Engineer's Report
 - June 15, 2020 – Approve Task Order for Design/Construction Services
 - July 20, 2020 – Approve Plans and Authorize bid advertisement



925 10th Avenue East
Suite 1
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



August 28, 2020

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

Re: Sewer, Water, Storm and Street Improvement District No. 1331
The Wilds 20th Addition
West Fargo, ND

Dear Dustin:

Bids were opened for the above referenced project on August 27, 2020 at 10:30 a.m. at Moore Engineering, Inc. The bids were compiled and the bid tabulation is enclosed for your review.

I hereby recommend award of contract to Dakota Underground Company for their bid of \$3,534,738.75.

Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$3,648,701.50 with approximately 10% contingencies for a total of \$4,000,000.00. Our final engineer's estimate was \$4,000,000.00.

Please review and provide comment at your earliest convenience. If you do not have any questions or comments, please present it to the West Fargo City Commission. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the City Commission on September 8, 2020. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award.

Also enclosed is the Engineer's Statement of Cost for your review and approval. Please sign the letter and return upon your approval.

Lastly, enclosed is an updated allocation for the Special Assessments of the properties benefitting from the project, based on the City's Special Assessment Policy and the provided Engineer's Statement of Cost.

Sincerely,

Matt Welle, PE
Project Manager

Enclosures:

- Bid Tabulations
- Notice of Award
- Engineer's Statement of Estimated Cost
- Engineer's Preliminary Funding Summary
- Preliminary Improvement District Benefit Map
- Preliminary Special Assessment Allocation based on Bid Results

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331
 Project Description: The Wilds 20th Addition
 Owner: City of West Fargo
 Solicitor: Moore Engineering Inc
 Project No.: 21222
 Bid Opening: 08/27/2020 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Dakota Underground Company		RL Larson Excavating Inc.		Border States Paving, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sanitary Sewer Items											
	1.1	24200	Removal of Sanitary Sewer Cleanout	EA	3	\$500.00	\$1,500.00	\$2,000.00	\$6,000.00	\$208.00	\$624.00
	1.2	330130.11	Televis - Mainline	LF	5554	\$2.00	\$11,108.00	\$1.50	\$8,331.00	\$1.55	\$8,608.70
	1.3	330130.11	Televis - Service	LF	6998	\$1.00	\$6,998.00	\$2.55	\$17,844.90	\$1.55	\$10,846.90
	1.4	330561	Sanitary Sewer Manhole - 48"	EA	19	\$5,450.00	\$103,550.00	\$5,520.00	\$104,880.00	\$5,620.00	\$106,780.00
	1.5	330561	Sanitary Sewer Manhole - 60"	EA	1	\$13,000.00	\$13,000.00	\$11,750.00	\$11,750.00	\$11,500.00	\$11,500.00
	1.6	333111	Sanitary Sewer - 8" PVC SDR 26	LF	570	\$60.00	\$34,200.00	\$49.00	\$27,930.00	\$57.30	\$32,661.00
	1.7	333111	Sanitary Sewer - 10" PVC SDR 26	LF	1107	\$72.00	\$79,704.00	\$54.00	\$59,778.00	\$65.60	\$72,619.20
	1.8	333111	Sanitary Sewer - 8" PVC SDR 35	LF	3877	\$32.00	\$124,064.00	\$36.50	\$141,510.50	\$35.40	\$137,245.80
	1.9	333111	Televising Riser	EA	3	\$750.00	\$2,250.00	\$1,600.00	\$4,800.00	\$791.00	\$2,373.00
	1.10	333111	Sanitary Sewer Service - 6" PVC SDR 26	LF	6998	\$20.00	\$139,960.00	\$11.00	\$76,978.00	\$31.20	\$218,337.60
	1.11	333111	Sanitary Sewer Service Connection	EA	113	\$270.00	\$30,510.00	\$930.00	\$105,090.00	\$443.00	\$50,059.00
	1.12	333111	Sanitary Sewer Cleanout	EA	3	\$1,100.00	\$3,300.00	\$2,000.00	\$6,000.00	\$963.00	\$2,889.00
	1.13	C-002	Adjust Sanitary Sewer Cleanout	EA	1	\$500.00	\$500.00	\$400.00	\$400.00	\$469.00	\$469.00
Water Main Items											
	2.1	24200	Removal of Water Main	LF	25	\$10.00	\$250.00	\$10.00	\$250.00	\$26.00	\$650.00
	2.2	331413	Hydrant - Remove	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$573.00	\$573.00
	2.3	331413	Water Main - 6" PVC C900	LF	96	\$27.00	\$2,592.00	\$24.00	\$2,304.00	\$35.40	\$3,398.40
	2.4	331413	Water Main - 8" PVC C900	LF	4481	\$29.00	\$129,949.00	\$30.00	\$134,430.00	\$36.40	\$163,108.40
	2.5	331413	Water Main - 12" PVC C900	LF	1148	\$47.00	\$53,956.00	\$42.50	\$48,790.00	\$52.10	\$59,810.80
	2.6	331417	Water Service Connection - 1"	EA	113	\$575.00	\$64,975.00	\$1,050.00	\$118,650.00	\$651.00	\$73,563.00
	2.7	331417	Water Service Line - 1"	LF	5668	\$18.00	\$102,024.00	\$10.00	\$56,680.00	\$16.70	\$94,655.60
	2.8	331419	Gate Valve & Box - 6"	EA	16	\$1,200.00	\$19,200.00	\$1,200.00	\$19,200.00	\$1,460.00	\$23,360.00
	2.9	331419	Gate Valve & Box - 8"	EA	18	\$1,500.00	\$27,000.00	\$1,650.00	\$29,700.00	\$1,870.00	\$33,660.00
	2.10	331419	Gate Valve & Box - 12"	EA	4	\$3,100.00	\$12,400.00	\$3,000.00	\$12,000.00	\$3,540.00	\$14,160.00
	2.11	331419	Hydrant - 6"	EA	16	\$4,600.00	\$73,600.00	\$4,600.00	\$73,600.00	\$4,690.00	\$75,040.00
Storm Sewer Items											
	3.1	714.0210	Pipe Conc Reinf 15In Cl III-Storm Drain	LF	1554	\$39.00	\$60,606.00	\$46.50	\$72,261.00	\$38.50	\$59,829.00
	3.2	714.0315	Pipe Conc Reinf 18In Cl III-Storm Drain	LF	394	\$41.00	\$16,154.00	\$46.50	\$18,321.00	\$39.60	\$15,602.40
	3.3	714.0405	Pipe Conc Reinf 21In Cl III-Storm Drain	LF	186	\$45.00	\$8,370.00	\$50.75	\$9,439.50	\$45.80	\$8,518.80
	3.4	714.0620	Pipe Conc Reinf 24In Cl III-Storm Drain	LF	453	\$54.00	\$24,462.00	\$54.50	\$24,688.50	\$52.10	\$23,601.30
	3.5	714.0710	Pipe Conc Reinf 27In Cl III-Storm Drain	LF	1478	\$65.00	\$96,070.00	\$63.40	\$93,705.20	\$62.50	\$92,375.00
	3.6	714.0825	Pipe Conc Reinf 30In Cl III-Storm Drain	LF	270	\$76.00	\$20,520.00	\$71.25	\$19,237.50	\$77.10	\$20,817.00
	3.7	714.0910	Pipe Conc Reinf 36In Cl III-Storm Drain	LF	830	\$109.00	\$90,470.00	\$100.00	\$83,000.00	\$117.00	\$97,110.00
	3.8	714.0910	Pipe Conc Reinf 42In Cl III-Storm Drain	LF	199	\$151.00	\$30,049.00	\$148.00	\$29,452.00	\$161.00	\$32,039.00
	3.9	714.1312	Pipe Conc Reinf 60In Cl III-Storm Drain	LF	69	\$245.00	\$16,905.00	\$225.00	\$15,525.00	\$250.00	\$17,250.00
	3.10	714.4092	Pipe Conduit 12in-Storm Drain	LF	1769	\$26.00	\$45,994.00	\$30.50	\$53,954.50	\$30.20	\$53,423.80
	3.11	714.4097	Pipe Conduit 15in-Storm Drain	LF	236	\$30.00	\$7,080.00	\$37.50	\$8,850.00	\$36.40	\$8,590.40
	3.12	714.9680	Plug Pipe-All Types & Sizes	EA	1	\$200.00	\$200.00	\$200.00	\$200.00	\$302.00	\$302.00
	3.13	714.9696	Edgedrain Non Permeable Base	LF	10347	\$4.00	\$41,388.00	\$4.00	\$41,388.00	\$5.85	\$60,529.95
	3.14	722.0100	Manhole 48In	EA	17	\$2,800.00	\$47,600.00	\$2,680.00	\$45,560.00	\$2,810.00	\$47,770.00

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331

Project Description: The Wilds 20th Addition

Owner: City of West Fargo

Solicitor: Moore Engineering Inc

Project No.: 21222

Bid Opening: 08/27/2020 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Dakota Underground Company		RL Larson Excavating Inc.		Border States Paving, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	3.15	722.0110	Manhole 60In	EA	19	\$4,600.00	\$87,400.00	\$4,500.00	\$85,500.00	\$4,690.00	\$89,110.00
	3.16	722.0120	Manhole 72In	EA	1	\$8,300.00	\$8,300.00	\$7,450.00	\$7,450.00	\$7,700.00	\$7,700.00
	3.17	722.0130	Manhole 84"	EA	1	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00
	3.18	722.0140	Manhole 96In	EA	1	\$14,000.00	\$14,000.00	\$12,850.00	\$12,850.00	\$16,700.00	\$16,700.00
	3.19	722.3510	Inlet-Type 2	EA	23	\$2,400.00	\$55,200.00	\$2,550.00	\$58,650.00	\$2,080.00	\$47,840.00
	3.20	722.4000	Inlet Catch Basin-Type A	EA	18	\$1,725.00	\$31,050.00	\$1,925.00	\$34,650.00	\$1,560.00	\$28,080.00
	3.21	330130.86	Adjust Manhole Cover	EA	1	\$250.00	\$250.00	\$400.00	\$400.00	\$625.00	\$625.00
	3.22	330130.86	Adjust Manhole Casting	EA	1	\$250.00	\$250.00	\$400.00	\$400.00	\$625.00	\$625.00
	3.23	C-002	Adjust Manhole Casting - Special	EA	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$625.00	\$625.00
Roadway Items											
	4.1	202.0114	Removal of Concrete Pavement	SY	141	\$10.00	\$1,410.00	\$8.00	\$1,128.00	\$12.00	\$1,692.00
	4.2	202.0130	Removal of Curb & Gutter	LF	249	\$7.00	\$1,743.00	\$3.00	\$747.00	\$11.40	\$2,838.60
	4.3	202.0132	Removal of Bituminous Surfacing	SY	299	\$8.00	\$2,392.00	\$4.00	\$1,196.00	\$7.80	\$2,332.20
	4.4	203.0101	Common Excavation-Type A (P)	CY	22140	\$5.00	\$110,700.00	\$5.00	\$110,700.00	\$4.50	\$99,630.00
	4.5	230.00001	Subgrade Preparation-Type A-12In	SY	21044	\$1.50	\$31,566.00	\$1.50	\$31,566.00	\$1.70	\$35,774.80
	4.6	302.0121	Aggregate Base Course CI 5	CY	5261	\$36.00	\$189,396.00	\$36.00	\$189,396.00	\$40.00	\$210,440.00
	4.7	430.0043	Superpave FAA 43	TON	3892	\$70.00	\$272,440.00	\$68.00	\$264,656.00	\$70.00	\$272,440.00
	4.8	550.0300	8In Non-Reinf Concrete Pvmt CL Ae-Doweled	SY	4017	\$63.00	\$253,071.00	\$64.00	\$257,088.00	\$66.20	\$265,925.40
	4.9	709.0151	Geosynthetic Material Type R1	SY	21044	\$1.75	\$36,827.00	\$1.40	\$29,461.60	\$4.00	\$84,176.00
	4.10	748.0140	Curb & Gutter-Type I	LF	11633	\$17.00	\$197,761.00	\$18.50	\$215,210.50	\$18.70	\$217,537.10
	4.11	750.0030	Pigmented Imprinted Concrete	SY	525	\$95.00	\$49,875.00	\$100.00	\$52,500.00	\$101.00	\$53,025.00
	4.12	750.0115	Sidewalk Concrete 4In	SY	1231	\$38.00	\$46,778.00	\$44.00	\$54,164.00	\$45.90	\$56,502.90
	4.13	750.0125	Sidewalk Concrete 5In	SY	1871	\$40.00	\$74,840.00	\$47.00	\$87,937.00	\$49.00	\$91,679.00
	4.14	750.0140	Sidewalk Concrete 6In	SY	170	\$46.00	\$7,820.00	\$50.00	\$8,500.00	\$52.10	\$8,857.00
	4.15	750.0210	Concrete Median Nose Paving	SY	20	\$210.00	\$4,200.00	\$100.00	\$2,000.00	\$102.00	\$2,040.00
	4.16	750.1021	Driveway Concrete 8In Reinforced	SY	274	\$50.00	\$13,700.00	\$51.00	\$13,974.00	\$58.20	\$15,946.80
	4.17	750.2115	Detectable Warning Panels	SF	360	\$36.00	\$12,960.00	\$33.00	\$11,880.00	\$33.30	\$11,988.00
	4.18	754.0110	Flat Sheet For Signs-Type XI Refl Sheeting	SF	212	\$21.00	\$4,452.00	\$21.00	\$4,452.00	\$20.80	\$4,409.60
	4.19	754.0170	Flexible Delineators	EA	3	\$90.00	\$270.00	\$86.00	\$258.00	\$500.00	\$1,500.00
	4.20	754.0206	Steel Galv Posts-Telescoping Perforated Tube	LF	371	\$12.00	\$4,452.00	\$12.00	\$4,452.00	\$11.80	\$4,377.80
	4.21	762.00122	Preformed Patterned Pvmt Mk-Message(Grooved)	SF	48	\$27.00	\$1,296.00	\$26.50	\$1,272.00	\$27.10	\$1,300.80
	4.22	762.1305	Preformed Patterned Pvmt Mk 4In Line-Grooved	LF	537	\$5.70	\$3,060.90	\$5.50	\$2,953.50	\$5.60	\$3,007.20
	4.23	762.1309	Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	229	\$11.75	\$2,690.75	\$11.30	\$2,587.70	\$11.70	\$2,679.30
	4.24	762.1325	Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	1620	\$33.50	\$54,270.00	\$32.50	\$52,650.00	\$33.30	\$53,946.00
	4.25	772.2215	Pedestrian Pushbutton & Sign	EA	2	\$3,300.00	\$6,600.00	\$3,200.00	\$6,400.00	\$3,320.00	\$6,640.00
	4.26	C-002	Cluster Box Unit - 8 Unit	EA	17	\$1,800.00	\$30,600.00	\$2,000.00	\$34,000.00	\$1,770.00	\$30,090.00
	4.27	C-002	Spare Cluster Box Unit - 8 Unit	EA	2	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00	\$1,560.00	\$3,120.00

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331
 Project Description: The Wilds 20th Addition
 Owner: City of West Fargo
 Solicitor: Moore Engineering Inc
 Project No.: 21222
 Bid Opening: 08/27/2020 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Dakota Underground Company		RL Larson Excavating Inc.		Border States Paving, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
General Items											
	5.1	203.0109	Topsoil	CY	25740	\$2.00	\$51,480.00	\$2.50	\$64,350.00	\$3.00	\$77,220.00
	5.2	251.0300	Seeding Class III	ACRE	2.85	\$1,940.00	\$5,529.00	\$1,900.00	\$5,415.00	\$1,930.00	\$5,500.50
	5.3	253.0101	Straw Mulch	ACRE	29.8	\$410.00	\$12,218.00	\$400.00	\$11,920.00	\$411.00	\$12,247.80
	5.4	253.0201	Hydraulic Mulch	ACRE	2.85	\$2,360.00	\$6,726.00	\$2,300.00	\$6,555.00	\$2,340.00	\$6,669.00
	5.5	255.0101	ECB Type 1	SY	1100	\$2.60	\$2,860.00	\$2.60	\$2,860.00	\$2.60	\$2,860.00
	5.6	260.0100	Silt Fence Unsupported	LF	592	\$2.60	\$1,539.20	\$2.60	\$1,539.20	\$2.60	\$1,539.20
	5.7	261.0112	Fiber Rolls 12In	LF	592	\$4.00	\$2,368.00	\$4.00	\$2,368.00	\$4.10	\$2,427.20
	5.8	265.0100	Stabilized Construction Access	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,690.00	\$1,690.00
	5.9	704.1100	Traffic Control	LSUM	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,540.00	\$1,540.00
	5.10	708.1540	Inlet Protection-Special	EA	58	\$150.00	\$8,700.00	\$100.00	\$5,800.00	\$98.90	\$5,736.20
	5.11	930.9699	Cleaning	LSUM	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,260.00	\$2,260.00
	5.12	970.0095	Herbicide Weed Control	ACRE	5.7	\$350.00	\$1,995.00	\$360.00	\$2,052.00	\$364.00	\$2,074.80
	5.13	15000	Storm Water Management	LSUM	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
	5.14	329300	Tree - Large Deciduous	EA	52	\$700.00	\$36,400.00	\$680.00	\$35,360.00	\$703.00	\$36,556.00
	5.15	329300	Tree - Small Deciduous	EA	21	\$620.00	\$13,020.00	\$600.00	\$12,600.00	\$614.00	\$12,894.00
	5.16	C-004	Temporary Cofferdam	LSum	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$5,210.00	\$5,210.00
	5.17	C-002	Pond Slope Restoration	LSum	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00
	5.18	C-002	Remove Aggregate Driveway	LSum	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$6,950.00	\$6,950.00
	5.19	C-507	Removeable Bollard Post	EA	2	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$1,690.00	\$3,380.00
	5.20	C-002	Turf Establishment	LSum	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,820.00	\$1,820.00
	5.21	C-509	6" Irrigation Conduit	EA	5	\$700.00	\$3,500.00	\$600.00	\$3,000.00	\$300.00	\$1,500.00
Electrical Items											
	6.1	26000	Concrete Base - 5'	EA	32	\$575.00	\$18,400.00	\$560.00	\$17,920.00	\$573.00	\$18,336.00
	6.2	26000	Conductor - #6 USE/Cu.	LF	14490	\$1.35	\$19,561.50	\$1.35	\$19,561.50	\$1.35	\$19,561.50
	6.3	26000	Innerduct - 1.5" PVC	LF	4830	\$5.25	\$25,357.50	\$5.10	\$24,633.00	\$5.20	\$25,116.00
	6.4	26000	Light Standard - Single LED and 14' Post	EA	29	\$2,540.00	\$73,660.00	\$2,450.00	\$71,050.00	\$2,520.00	\$73,080.00
	6.5	26000	Light Standard Spare - Single LED and 14' Post	EA	3	\$2,400.00	\$7,200.00	\$2,350.00	\$7,050.00	\$2,390.00	\$7,170.00
	6.6	26000	Light Standard - Double LED and 16' Post	EA	4	\$5,000.00	\$20,000.00	\$4,800.00	\$19,200.00	\$4,990.00	\$19,960.00
	6.7	26000	Light Standard Spare - Double LED and 16' Post	EA	1	\$4,700.00	\$4,700.00	\$4,475.00	\$4,475.00	\$4,650.00	\$4,650.00
	6.8	26000	Tracer Wire - #12	LF	4830	\$0.73	\$3,525.90	\$0.70	\$3,381.00	\$0.73	\$3,525.90
	6.9	26000	Feedpoint	EA	1	\$8,900.00	\$8,900.00	\$8,600.00	\$8,600.00	\$8,850.00	\$8,850.00
	6.10	26000	Pole Assembly Removal/Replacement	EA	1	\$1,520.00	\$1,520.00	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00
Base Bid Total:							\$3,534,738.75		\$3,593,697.60		\$3,874,285.65

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331
 Project Description: The Wilds 20th Addition
 Owner: City of West Fargo
 Solicitor: Moore Engineering Inc
 Project No.: 21222
 Bid Opening: 08/27/2020 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Sellin Brothers, Inc.		Ryan Contracting Co.		Dirt Dynamics	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sanitary Sewer Items											
	1.1	24200	Removal of Sanitary Sewer Cleanout	EA	3	\$1,735.00	\$5,205.00	\$1,500.00	\$4,500.00	\$300.00	\$900.00
	1.2	330130.11	Televise - Mainline	LF	5554	\$1.50	\$8,331.00	\$1.50	\$8,331.00	\$1.85	\$10,274.90
	1.3	330130.11	Televise - Service	LF	6998	\$2.75	\$19,244.50	\$1.50	\$10,497.00	\$2.75	\$19,244.50
	1.4	330561	Sanitary Sewer Manhole - 48"	EA	19	\$4,550.00	\$86,450.00	\$4,500.00	\$85,500.00	\$4,930.00	\$93,670.00
	1.5	330561	Sanitary Sewer Manhole - 60"	EA	1	\$10,650.00	\$10,650.00	\$10,000.00	\$10,000.00	\$13,970.00	\$13,970.00
	1.6	333111	Sanitary Sewer - 8" PVC SDR 26	LF	570	\$71.00	\$40,470.00	\$75.00	\$42,750.00	\$48.00	\$27,360.00
	1.7	333111	Sanitary Sewer - 10" PVC SDR 26	LF	1107	\$74.00	\$81,918.00	\$80.00	\$88,560.00	\$65.00	\$71,955.00
	1.8	333111	Sanitary Sewer - 8" PVC SDR 35	LF	3877	\$39.00	\$151,203.00	\$40.00	\$155,080.00	\$34.00	\$131,818.00
	1.9	333111	Televising Riser	EA	3	\$450.00	\$1,350.00	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00
	1.10	333111	Sanitary Sewer Service - 6" PVC SDR 26	LF	6998	\$20.00	\$139,960.00	\$30.00	\$209,940.00	\$23.00	\$160,954.00
	1.11	333111	Sanitary Sewer Service Connection	EA	113	\$520.00	\$58,760.00	\$350.00	\$39,550.00	\$603.00	\$68,139.00
	1.12	333111	Sanitary Sewer Cleanout	EA	3	\$1,275.00	\$3,825.00	\$1,500.00	\$4,500.00	\$693.00	\$2,079.00
	1.13	C-002	Adjust Sanitary Sewer Cleanout	EA	1	\$200.00	\$200.00	\$500.00	\$500.00	\$354.00	\$354.00
Water Main Items											
	2.1	24200	Removal of Water Main	LF	25	\$16.00	\$400.00	\$40.00	\$1,000.00	\$20.00	\$500.00
	2.2	331413	Hydrant - Remove	EA	1	\$790.00	\$790.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
	2.3	331413	Water Main - 6" PVC C900	LF	96	\$42.50	\$4,080.00	\$34.00	\$3,264.00	\$23.00	\$2,208.00
	2.4	331413	Water Main - 8" PVC C900	LF	4481	\$33.50	\$150,113.50	\$35.00	\$156,835.00	\$29.00	\$129,949.00
	2.5	331413	Water Main - 12" PVC C900	LF	1148	\$47.75	\$54,817.00	\$50.00	\$57,400.00	\$48.00	\$55,104.00
	2.6	331417	Water Service Connection - 1"	EA	113	\$1,070.00	\$120,910.00	\$650.00	\$73,450.00	\$1,001.00	\$113,113.00
	2.7	331417	Water Service Line - 1"	LF	5668	\$16.25	\$92,105.00	\$20.00	\$113,360.00	\$16.00	\$90,688.00
	2.8	331419	Gate Valve & Box - 6"	EA	16	\$1,275.00	\$20,400.00	\$2,000.00	\$32,000.00	\$1,550.00	\$24,800.00
	2.9	331419	Gate Valve & Box - 8"	EA	18	\$1,725.00	\$31,050.00	\$2,300.00	\$41,400.00	\$2,100.00	\$37,800.00
	2.10	331419	Gate Valve & Box - 12"	EA	4	\$3,275.00	\$13,100.00	\$3,400.00	\$13,600.00	\$3,400.00	\$13,600.00
	2.11	331419	Hydrant - 6"	EA	16	\$4,675.00	\$74,800.00	\$4,400.00	\$70,400.00	\$4,300.00	\$68,800.00
Storm Sewer Items											
	3.1	714.0210	Pipe Conc Reinf 15In Cl III-Storm Drain	LF	1554	\$37.75	\$58,663.50	\$47.00	\$73,038.00	\$40.00	\$62,160.00
	3.2	714.0315	Pipe Conc Reinf 18In Cl III-Storm Drain	LF	394	\$38.25	\$15,070.50	\$49.00	\$19,306.00	\$43.00	\$16,942.00
	3.3	714.0405	Pipe Conc Reinf 21In Cl III-Storm Drain	LF	186	\$47.50	\$8,835.00	\$52.00	\$9,672.00	\$47.00	\$8,742.00
	3.4	714.0620	Pipe Conc Reinf 24In Cl III-Storm Drain	LF	453	\$55.00	\$24,915.00	\$58.00	\$26,274.00	\$57.00	\$25,821.00
	3.5	714.0710	Pipe Conc Reinf 27In Cl III-Storm Drain	LF	1478	\$64.00	\$94,592.00	\$69.00	\$101,982.00	\$67.00	\$99,026.00
	3.6	714.0825	Pipe Conc Reinf 30In Cl III-Storm Drain	LF	270	\$77.00	\$20,790.00	\$88.00	\$23,760.00	\$82.00	\$22,140.00
	3.7	714.0910	Pipe Conc Reinf 36In Cl III-Storm Drain	LF	830	\$108.00	\$89,640.00	\$120.00	\$99,600.00	\$119.00	\$98,770.00
	3.8	714.0910	Pipe Conc Reinf 42In Cl III-Storm Drain	LF	199	\$150.00	\$29,850.00	\$160.00	\$31,840.00	\$172.00	\$34,228.00
	3.9	714.1312	Pipe Conc Reinf 60In Cl III-Storm Drain	LF	69	\$245.00	\$16,905.00	\$300.00	\$20,700.00	\$260.00	\$17,940.00
	3.10	714.4092	Pipe Conduit 12in-Storm Drain	LF	1769	\$27.75	\$49,089.75	\$39.00	\$68,991.00	\$21.00	\$37,149.00
	3.11	714.4097	Pipe Conduit 15in-Storm Drain	LF	236	\$36.00	\$8,496.00	\$43.00	\$10,148.00	\$27.00	\$6,372.00
	3.12	714.9680	Plug Pipe-All Types & Sizes	EA	1	\$503.00	\$503.00	\$300.00	\$300.00	\$202.00	\$202.00
	3.13	714.9696	Edgedrain Non Permeable Base	LF	10347	\$5.25	\$54,321.75	\$8.00	\$82,776.00	\$7.50	\$77,602.50
	3.14	722.0100	Manhole 48In	EA	17	\$2,600.00	\$44,200.00	\$2,200.00	\$37,400.00	\$2,900.00	\$49,300.00

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331

Project Description: The Wilds 20th Addition

Owner: City of West Fargo

Solicitor: Moore Engineering Inc

Project No.: 21222

Bid Opening: 08/27/2020 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Sellin Brothers, Inc.		Ryan Contracting Co.		Dirt Dynamics	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	3.15	722.0110	Manhole 60In	EA	19	\$4,475.00	\$85,025.00	\$3,900.00	\$74,100.00	\$4,800.00	\$91,200.00
	3.16	722.0120	Manhole 72In	EA	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
	3.17	722.0130	Manhole 84"	EA	1	\$11,000.00	\$11,000.00	\$9,500.00	\$9,500.00	\$10,600.00	\$10,600.00
	3.18	722.0140	Manhole 96In	EA	1	\$12,300.00	\$12,300.00	\$10,000.00	\$10,000.00	\$11,300.00	\$11,300.00
	3.19	722.3510	Inlet-Type 2	EA	23	\$2,135.00	\$49,105.00	\$2,000.00	\$46,000.00	\$3,900.00	\$89,700.00
	3.20	722.4000	Inlet Catch Basin-Type A	EA	18	\$1,500.00	\$27,000.00	\$1,700.00	\$30,600.00	\$2,000.00	\$36,000.00
	3.21	330130.86	Adjust Manhole Cover	EA	1	\$1,675.00	\$1,675.00	\$2,000.00	\$2,000.00	\$627.00	\$627.00
	3.22	330130.86	Adjust Manhole Casting	EA	1	\$835.00	\$835.00	\$1,000.00	\$1,000.00	\$408.00	\$408.00
	3.23	C-002	Adjust Manhole Casting - Special	EA	1	\$835.00	\$835.00	\$2,000.00	\$2,000.00	\$480.00	\$480.00
Roadway Items											
	4.1	202.0114	Removal of Concrete Pavement	SY	141	\$22.00	\$3,102.00	\$20.00	\$2,820.00	\$9.00	\$1,269.00
	4.2	202.0130	Removal of Curb & Gutter	LF	249	\$5.40	\$1,344.60	\$10.00	\$2,490.00	\$16.00	\$3,984.00
	4.3	202.0132	Removal of Bituminous Surfacing	SY	299	\$5.50	\$1,644.50	\$10.00	\$2,990.00	\$9.00	\$2,691.00
	4.4	203.0101	Common Excavation-Type A (P)	CY	22140	\$4.25	\$94,095.00	\$5.00	\$110,700.00	\$9.00	\$199,260.00
	4.5	230.00001	Subgrade Preparation-Type A-12In	SY	21044	\$1.75	\$36,827.00	\$2.00	\$42,088.00	\$2.00	\$42,088.00
	4.6	302.0121	Aggregate Base Course CI 5	CY	5261	\$41.00	\$215,701.00	\$40.00	\$210,440.00	\$33.00	\$173,613.00
	4.7	430.0043	Superpave FAA 43	TON	3892	\$67.50	\$262,710.00	\$67.00	\$260,764.00	\$70.50	\$274,386.00
	4.8	550.0300	8In Non-Reinf Concrete Pvmt CL Ae-Doweled	SY	4017	\$79.00	\$317,343.00	\$63.00	\$253,071.00	\$81.30	\$326,582.10
	4.9	709.0151	Geosynthetic Material Type R1	SY	21044	\$1.50	\$31,566.00	\$2.50	\$52,610.00	\$2.10	\$44,192.40
	4.10	748.0140	Curb & Gutter-Type I	LF	11633	\$17.00	\$197,761.00	\$18.00	\$209,394.00	\$17.60	\$204,740.80
	4.11	750.0030	Pigmented Imprinted Concrete	SY	525	\$149.00	\$78,225.00	\$107.00	\$56,175.00	\$152.00	\$79,800.00
	4.12	750.0115	Sidewalk Concrete 4In	SY	1231	\$68.00	\$83,708.00	\$45.00	\$55,395.00	\$63.00	\$77,553.00
	4.13	750.0125	Sidewalk Concrete 5In	SY	1871	\$62.00	\$116,002.00	\$49.00	\$91,679.00	\$56.70	\$106,085.70
	4.14	750.0140	Sidewalk Concrete 6In	SY	170	\$109.00	\$18,530.00	\$57.00	\$9,690.00	\$105.00	\$17,850.00
	4.15	750.0210	Concrete Median Nose Paving	SY	20	\$87.00	\$1,740.00	\$100.00	\$2,000.00	\$125.00	\$2,500.00
	4.16	750.1021	Driveway Concrete 8In Reinforced	SY	274	\$85.00	\$23,290.00	\$55.00	\$15,070.00	\$83.00	\$22,742.00
	4.17	750.2115	Detectable Warning Panels	SF	360	\$27.00	\$9,720.00	\$40.00	\$14,400.00	\$27.50	\$9,900.00
	4.18	754.0110	Flat Sheet For Signs-Type XI Refl Sheeting	SF	212	\$20.50	\$4,346.00	\$25.00	\$5,300.00	\$21.00	\$4,452.00
	4.19	754.0170	Flexible Delineators	EA	3	\$87.00	\$261.00	\$100.00	\$300.00	\$90.00	\$270.00
	4.20	754.0206	Steel Galv Posts-Telescoping Perforated Tube	LF	371	\$11.50	\$4,266.50	\$12.00	\$4,452.00	\$12.00	\$4,452.00
	4.21	762.00122	Preformed Patterned Pvmt Mk-Message(Grooved)	SF	48	\$26.75	\$1,284.00	\$26.00	\$1,248.00	\$27.30	\$1,310.40
	4.22	762.1305	Preformed Patterned Pvmt Mk 4In Line-Grooved	LF	537	\$5.50	\$2,953.50	\$5.40	\$2,899.80	\$5.75	\$3,087.75
	4.23	762.1309	Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	229	\$11.50	\$2,633.50	\$11.20	\$2,564.80	\$11.20	\$2,564.80
	4.24	762.1325	Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	1620	\$33.00	\$53,460.00	\$32.00	\$51,840.00	\$32.00	\$51,840.00
	4.25	772.2215	Pedestrian Pushbutton & Sign	EA	2	\$3,264.00	\$6,528.00	\$3,500.00	\$7,000.00	\$3,344.00	\$6,688.00
	4.26	C-002	Cluster Box Unit - 8 Unit	EA	17	\$1,640.00	\$27,880.00	\$4,000.00	\$68,000.00	\$2,050.00	\$34,850.00
	4.27	C-002	Spare Cluster Box Unit - 8 Unit	EA	2	\$2,050.00	\$4,100.00	\$3,500.00	\$7,000.00	\$1,600.00	\$3,200.00

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331
 Project Description: The Wilds 20th Addition
 Owner: City of West Fargo
 Solicitor: Moore Engineering Inc
 Project No.: 21222
 Bid Opening: 08/27/2020 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Sellin Brothers, Inc.		Ryan Contracting Co.		Dirt Dynamics	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
General Items											
	5.1	203.0109	Topsoil	CY	25740	\$5.00	\$128,700.00	\$5.00	\$128,700.00	\$2.25	\$57,915.00
	5.2	251.0300	Seeding Class III	ACRE	2.85	\$1,900.00	\$5,415.00	\$1,850.00	\$5,272.50	\$1,942.00	\$5,534.70
	5.3	253.0101	Straw Mulch	ACRE	29.8	\$404.00	\$12,039.20	\$395.00	\$11,771.00	\$414.00	\$12,337.20
	5.4	253.0201	Hydraulic Mulch	ACRE	2.85	\$2,306.00	\$6,572.10	\$2,250.00	\$6,412.50	\$2,362.00	\$6,731.70
	5.5	255.0101	ECB Type 1	SY	1100	\$2.55	\$2,805.00	\$2.50	\$2,750.00	\$2.62	\$2,882.00
	5.6	260.0100	Silt Fence Unsupported	LF	592	\$2.55	\$1,509.60	\$2.50	\$1,480.00	\$2.62	\$1,551.04
	5.7	261.0112	Fiber Rolls 12In	LF	592	\$4.00	\$2,368.00	\$3.95	\$2,338.40	\$4.15	\$2,456.80
	5.8	265.0100	Stabilized Construction Access	EA	1	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00
	5.9	704.1100	Traffic Control	LSUM	1	\$65,000.40	\$65,000.40	\$5,000.00	\$5,000.00	\$1,554.00	\$1,554.00
	5.10	708.1540	Inlet Protection-Special	EA	58	\$97.00	\$5,626.00	\$95.00	\$5,510.00	\$100.00	\$5,800.00
	5.11	930.9699	Cleaning	LSUM	1	\$5,125.00	\$5,125.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
	5.12	970.0095	Herbicide Weed Control	ACRE	5.7	\$360.00	\$2,052.00	\$350.00	\$1,995.00	\$367.00	\$2,091.90
	5.13	15000	Storm Water Management	LSUM	1	\$5,580.00	\$5,580.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
	5.14	329300	Tree - Large Deciduous	EA	52	\$690.00	\$35,880.00	\$675.00	\$35,100.00	\$709.00	\$36,868.00
	5.15	329300	Tree - Small Deciduous	EA	21	\$605.00	\$12,705.00	\$590.00	\$12,390.00	\$620.00	\$13,020.00
	5.16	C-004	Temporary Cofferdam	LSum	1	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$6,800.00	\$6,800.00
	5.17	C-002	Pond Slope Restoration	LSum	1	\$7,700.00	\$7,700.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00
	5.18	C-002	Remove Aggregate Driveway	LSum	1	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
	5.19	C-507	Removeable Bollard Post	EA	2	\$220.00	\$440.00	\$500.00	\$1,000.00	\$250.00	\$500.00
	5.20	C-002	Turf Establishment	LSum	1	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
	5.21	C-509	6" Irrigation Conduit	EA	5	\$510.00	\$2,550.00	\$500.00	\$2,500.00	\$241.00	\$1,205.00
Electrical Items											
	6.1	26000	Concrete Base - 5'	EA	32	\$565.00	\$18,080.00	\$550.00	\$17,600.00	\$577.00	\$18,464.00
	6.2	26000	Conductor - #6 USE/Cu.	LF	14490	\$1.35	\$19,561.50	\$1.30	\$18,837.00	\$1.36	\$19,706.40
	6.3	26000	Innerduct - 1.5" PVC	LF	4830	\$5.15	\$24,874.50	\$5.00	\$24,150.00	\$5.25	\$25,357.50
	6.4	26000	Light Standard - Single LED and 14' Post	EA	29	\$2,480.00	\$71,920.00	\$2,420.00	\$70,180.00	\$2,541.00	\$73,689.00
	6.5	26000	Light Standard Spare - Single LED and 14' Post	EA	3	\$2,360.00	\$7,080.00	\$2,300.00	\$6,900.00	\$2,415.00	\$7,245.00
	6.6	26000	Light Standard - Double LED and 16' Post	EA	4	\$4,909.00	\$19,636.00	\$4,790.00	\$19,160.00	\$5,030.00	\$20,120.00
	6.7	26000	Light Standard Spare - Double LED and 16' Post	EA	1	\$4,580.00	\$4,580.00	\$4,470.00	\$4,470.00	\$4,693.00	\$4,693.00
	6.8	26000	Tracer Wire - #12	LF	4830	\$0.72	\$3,477.60	\$0.70	\$3,381.00	\$0.73	\$3,525.90
	6.9	26000	Feedpoint	EA	1	\$8,710.00	\$8,710.00	\$8,500.00	\$8,500.00	\$8,925.00	\$8,925.00
	6.10	26000	Pole Assembly Removal/Replacement	EA	1	\$1,485.00	\$1,485.00	\$1,450.00	\$1,450.00	\$1,522.00	\$1,522.00
Base Bid Total:							\$3,974,522.00		\$3,997,632.00		\$4,015,186.99

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331
 Project Description: The Wilds 20th Addition
 Owner: City of West Fargo
 Solicitor: Moore Engineering Inc
 Project No.: 21222
 Bid Opening: 08/27/2020 10:30 AM CDT

				Northern Improvement Company			
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
<u>Sanitary Sewer Items</u>							
	1.1	24200	Removal of Sanitary Sewer Cleanout	EA	3	\$220.00	\$660.00
	1.2	330130.11	Televise - Mainline	LF	5554	\$1.65	\$9,164.10
	1.3	330130.11	Televise - Service	LF	6998	\$1.65	\$11,546.70
	1.4	330561	Sanitary Sewer Manhole - 48"	EA	19	\$5,940.00	\$112,860.00
	1.5	330561	Sanitary Sewer Manhole - 60"	EA	1	\$12,100.00	\$12,100.00
	1.6	333111	Sanitary Sewer - 8" PVC SDR 26	LF	570	\$60.50	\$34,485.00
	1.7	333111	Sanitary Sewer - 10" PVC SDR 26	LF	1107	\$69.30	\$76,715.10
	1.8	333111	Sanitary Sewer - 8" PVC SDR 35	LF	3877	\$37.40	\$144,999.80
	1.9	333111	Televising Riser	EA	3	\$836.00	\$2,508.00
	1.10	333111	Sanitary Sewer Service - 6" PVC SDR 26	LF	6998	\$33.00	\$230,934.00
	1.11	333111	Sanitary Sewer Service Connection	EA	113	\$467.50	\$52,827.50
	1.12	333111	Sanitary Sewer Cleanout	EA	3	\$1,017.50	\$3,052.50
	1.13	C-002	Adjust Sanitary Sewer Cleanout	EA	1	\$495.00	\$495.00
<u>Water Main Items</u>							
	2.1	24200	Removal of Water Main	LF	25	\$27.50	\$687.50
	2.2	331413	Hydrant - Remove	EA	1	\$605.00	\$605.00
	2.3	331413	Water Main - 6" PVC C900	LF	96	\$37.40	\$3,590.40
	2.4	331413	Water Main - 8" PVC C900	LF	4481	\$38.50	\$172,518.50
	2.5	331413	Water Main - 12" PVC C900	LF	1148	\$55.00	\$63,140.00
	2.6	331417	Water Service Connection - 1"	EA	113	\$687.50	\$77,687.50
	2.7	331417	Water Service Line - 1"	LF	5668	\$17.60	\$99,756.80
	2.8	331419	Gate Valve & Box - 6"	EA	16	\$1,540.00	\$24,640.00
	2.9	331419	Gate Valve & Box - 8"	EA	18	\$1,980.00	\$35,640.00
	2.10	331419	Gate Valve & Box - 12"	EA	4	\$3,740.00	\$14,960.00
	2.11	331419	Hydrant - 6"	EA	16	\$4,950.00	\$79,200.00
<u>Storm Sewer Items</u>							
	3.1	714.0210	Pipe Conc Reinf 15In Cl III-Storm Drain	LF	1554	\$40.70	\$63,247.80
	3.2	714.0315	Pipe Conc Reinf 18In Cl III-Storm Drain	LF	394	\$41.80	\$16,469.20
	3.3	714.0405	Pipe Conc Reinf 21In Cl III-Storm Drain	LF	186	\$48.40	\$9,002.40
	3.4	714.0620	Pipe Conc Reinf 24In Cl III-Storm Drain	LF	453	\$55.00	\$24,915.00
	3.5	714.0710	Pipe Conc Reinf 27In Cl III-Storm Drain	LF	1478	\$66.00	\$97,548.00
	3.6	714.0825	Pipe Conc Reinf 30In Cl III-Storm Drain	LF	270	\$81.40	\$21,978.00
	3.7	714.0910	Pipe Conc Reinf 36In Cl III-Storm Drain	LF	830	\$123.20	\$102,256.00
	3.8	714.0910	Pipe Conc Reinf 42In Cl III-Storm Drain	LF	199	\$170.50	\$33,929.50
	3.9	714.1312	Pipe Conc Reinf 60In Cl III-Storm Drain	LF	69	\$264.00	\$18,216.00
	3.10	714.4092	Pipe Conduit 12in-Storm Drain	LF	1769	\$31.90	\$56,431.10
	3.11	714.4097	Pipe Conduit 15in-Storm Drain	LF	236	\$38.50	\$9,086.00
	3.12	714.9680	Plug Pipe-All Types & Sizes	EA	1	\$319.00	\$319.00
	3.13	714.9696	Edgedrain Non Permeable Base	LF	10347	\$7.00	\$72,429.00
	3.14	722.0100	Manhole 48In	EA	17	\$2,640.00	\$44,880.00

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331

Project Description: The Wilds 20th Addition

Owner: City of West Fargo

Solicitor: Moore Engineering Inc

Project No.: 21222

Bid Opening: 08/27/2020 10:30 AM CDT

				Northern Improvement Company			
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	3.15	722.0110	Manhole 60In	EA	19	\$4,400.00	\$83,600.00
	3.16	722.0120	Manhole 72In	EA	1	\$8,140.00	\$8,140.00
	3.17	722.0130	Manhole 84"	EA	1	\$13,200.00	\$13,200.00
	3.18	722.0140	Manhole 96In	EA	1	\$17,600.00	\$17,600.00
	3.19	722.3510	Inlet-Type 2	EA	23	\$2,200.00	\$50,600.00
	3.20	722.4000	Inlet Catch Basin-Type A	EA	18	\$1,650.00	\$29,700.00
	3.21	330130.86	Adjust Manhole Cover	EA	1	\$2,250.00	\$2,250.00
	3.22	330130.86	Adjust Manhole Casting	EA	1	\$1,235.00	\$1,235.00
	3.23	C-002	Adjust Manhole Casting - Special	EA	1	\$2,825.00	\$2,825.00
Roadway Items							
	4.1	202.0114	Removal of Concrete Pavement	SY	141	\$15.50	\$2,185.50
	4.2	202.0130	Removal of Curb & Gutter	LF	249	\$12.05	\$3,000.45
	4.3	202.0132	Removal of Bituminous Surfacing	SY	299	\$6.75	\$2,018.25
	4.4	203.0101	Common Excavation-Type A (P)	CY	22140	\$5.15	\$114,021.00
	4.5	230.00001	Subgrade Preparation-Type A-12In	SY	21044	\$2.15	\$45,244.60
	4.6	302.0121	Aggregate Base Course CI 5	CY	5261	\$42.20	\$222,014.20
	4.7	430.0043	Superpave FAA 43	TON	3892	\$72.75	\$283,143.00
	4.8	550.0300	8In Non-Reinf Concrete Pvmt CL Ae-Doweled	SY	4017	\$83.00	\$333,411.00
	4.9	709.0151	Geosynthetic Material Type R1	SY	21044	\$2.00	\$42,088.00
	4.10	748.0140	Curb & Gutter-Type I	LF	11633	\$18.00	\$209,394.00
	4.11	750.0030	Pigmented Imprinted Concrete	SY	525	\$155.00	\$81,375.00
	4.12	750.0115	Sidewalk Concrete 4In	SY	1231	\$68.85	\$84,754.35
	4.13	750.0125	Sidewalk Concrete 5In	SY	1871	\$59.45	\$111,230.95
	4.14	750.0140	Sidewalk Concrete 6In	SY	170	\$105.00	\$17,850.00
	4.15	750.0210	Concrete Median Nose Paving	SY	20	\$185.00	\$3,700.00
	4.16	750.1021	Driveway Concrete 8In Reinforced	SY	274	\$83.75	\$22,947.50
	4.17	750.2115	Detectable Warning Panels	SF	360	\$27.80	\$10,008.00
	4.18	754.0110	Flat Sheet For Signs-Type XI Refl Sheeting	SF	212	\$22.00	\$4,664.00
	4.19	754.0170	Flexible Delineators	EA	3	\$93.50	\$280.50
	4.20	754.0206	Steel Galv Posts-Telescoping Perforated Tube	LF	371	\$12.45	\$4,618.95
	4.21	762.00122	Preformed Patterned Pvmt Mk-Message(Grooved)	SF	48	\$28.60	\$1,372.80
	4.22	762.1305	Preformed Patterned Pvmt Mk 4In Line-Grooved	LF	537	\$5.95	\$3,195.15
	4.23	762.1309	Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	229	\$12.30	\$2,816.70
	4.24	762.1325	Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	1620	\$35.20	\$57,024.00
	4.25	772.2215	Pedestrian Pushbutton & Sign	EA	2	\$3,500.00	\$7,000.00
	4.26	C-002	Cluster Box Unit - 8 Unit	EA	17	\$2,475.00	\$42,075.00
	4.27	C-002	Spare Cluster Box Unit - 8 Unit	EA	2	\$1,925.00	\$3,850.00

Project Title: Sewer, Water, Storm and Street Improvement District No. 1331
 Project Description: The Wilds 20th Addition
 Owner: City of West Fargo
 Solicitor: Moore Engineering Inc
 Project No.: 21222
 Bid Opening: 08/27/2020 10:30 AM CDT

				Northern Improvement Company			
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
<u>General Items</u>							
	5.1	203.0109	Topsoil	CY	25740	\$6.35	\$163,449.00
	5.2	251.0300	Seeding Class III	ACRE	2.85	\$2,035.00	\$5,799.75
	5.3	253.0101	Straw Mulch	ACRE	29.8	\$434.50	\$12,948.10
	5.4	253.0201	Hydraulic Mulch	ACRE	2.85	\$2,475.00	\$7,053.75
	5.5	255.0101	ECB Type 1	SY	1100	\$2.75	\$3,025.00
	5.6	260.0100	Silt Fence Unsupported	LF	592	\$2.75	\$1,628.00
	5.7	261.0112	Fiber Rolls 12In	LF	592	\$4.35	\$2,575.20
	5.8	265.0100	Stabilized Construction Access	EA	1	\$2,070.00	\$2,070.00
	5.9	704.1100	Traffic Control	LSUM	1	\$1,625.00	\$1,625.00
	5.10	708.1540	Inlet Protection-Special	EA	58	\$104.50	\$6,061.00
	5.11	930.9699	Cleaning	LSUM	1	\$11,575.00	\$11,575.00
	5.12	970.0095	Herbicide Weed Control	ACRE	5.7	\$385.00	\$2,194.50
	5.13	15000	Storm Water Management	LSUM	1	\$8,435.00	\$8,435.00
	5.14	329300	Tree - Large Deciduous	EA	52	\$742.50	\$38,610.00
	5.15	329300	Tree - Small Deciduous	EA	21	\$649.00	\$13,629.00
	5.16	C-004	Temporary Cofferdam	LSum	1	\$8,197.00	\$8,197.00
	5.17	C-002	Pond Slope Restoration	LSum	1	\$14,810.00	\$14,810.00
	5.18	C-002	Remove Aggregate Driveway	LSum	1	\$9,675.00	\$9,675.00
	5.19	C-507	Removeable Bollard Post	EA	2	\$1,250.00	\$2,500.00
	5.20	C-002	Turf Establishment	LSum	1	\$2,185.00	\$2,185.00
	5.21	C-509	6" Irrigation Conduit	EA	5	\$3,275.00	\$16,375.00
<u>Electrical Items</u>							
	6.1	26000	Concrete Base - 5'	EA	32	\$605.00	\$19,360.00
	6.2	26000	Conductor - #6 USE/Cu.	LF	14490	\$1.43	\$20,720.70
	6.3	26000	Innerduct - 1.5" PVC	LF	4830	\$5.50	\$26,565.00
	6.4	26000	Light Standard - Single LED and 14' Post	EA	29	\$2,662.00	\$77,198.00
	6.5	26000	Light Standard Spare - Single LED and 14' Post	EA	3	\$2,530.00	\$7,590.00
	6.6	26000	Light Standard - Double LED and 16' Post	EA	4	\$5,269.00	\$21,076.00
	6.7	26000	Light Standard Spare - Double LED and 16' Post	EA	1	\$4,917.00	\$4,917.00
	6.8	26000	Tracer Wire - #12	LF	4830	\$0.77	\$3,719.10
	6.9	26000	Feedpoint	EA	1	\$9,350.00	\$9,350.00
	6.10	26000	Pole Assembly Removal/Replacement	EA	1	\$1,595.00	\$1,595.00
Base Bid Total:							\$4,286,424.40



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5330
www.westfargond.gov

September 8, 2020

Board of City Commissioners
City of West Fargo
800 4th Avenue East
West Fargo, ND

Re: Sewer, Water, Storm and Street Improvement District No. 1331
The Wilds 20th Addition

WHEREAS, bids were opened and filed for Sewer, Water, Storm and Street Improvement District No. 1331 for the City of West Fargo, North Dakota; and

WHEREAS, the engineer for the City of West Fargo, North Dakota is required to make a careful and detailed statement of the estimated cost of work (*pursuant to N.D.C.C. 40-22-29*);

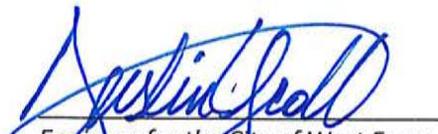
NOW THEREFORE, I, Dustin T. Scott, do hereby certify as follows:

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

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Sewer, Water, Storm and Street Improvement District No. 1331 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of SEPTEMBER, 2020.

DUSTIN T. SCOTT
ND REG. NO. 6257



Engineer for the City of West Fargo
West Fargo, North Dakota



Sewer, Water, Storm and Street Improvement District No. 1331
The Wilds 20th Addition
West Fargo ND
Project No. 21222
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
Sanitary Sewer Items						
1.1	24200	Removal of Sanitary Sewer Cleanout	EA	3	\$500.00	\$1,500.00
1.2	330130.11	Televise - Mainline	LF	5,554	\$2.00	\$11,108.00
1.3	330130.11	Televise - Service	LF	6,998	\$1.00	\$6,998.00
1.4	330561	Sanitary Sewer Manhole - 48"	EA	19	\$5,450.00	\$103,550.00
1.5	330561	Sanitary Sewer Manhole - 60"	EA	1	\$13,000.00	\$13,000.00
1.6	333111	Sanitary Sewer - 8" PVC SDR 26	LF	570	\$60.00	\$34,200.00
1.7	333111	Sanitary Sewer - 10" PVC SDR 26	LF	1,107	\$72.00	\$79,704.00
1.8	333111	Sanitary Sewer - 8" PVC SDR 35	LF	3,877	\$32.00	\$124,064.00
1.9	333111	Televising Riser	EA	3	\$750.00	\$2,250.00
1.10	333111	Sanitary Sewer Service - 6" PVC SDR 26	LF	6,998	\$20.00	\$139,960.00
1.11	333111	Sanitary Sewer Service Connection	EA	113	\$270.00	\$30,510.00
1.12	333111	Sanitary Sewer Cleanout	EA	3	\$1,100.00	\$3,300.00
1.13	C-002	Adjust Sanitary Sewer Cleanout	EA	1	\$500.00	\$500.00
Water Main Items						
2.1	24200	Removal of Water Main	LF	25	\$10.00	\$250.00
2.2	331413	Hydrant - Remove	EA	1	\$500.00	\$500.00
2.3	331413	Water Main - 6" PVC C900	LF	96	\$27.00	\$2,592.00
2.4	331413	Water Main - 8" PVC C900	LF	4,481	\$29.00	\$129,949.00
2.5	331413	Water Main - 12" PVC C900	LF	1,148	\$47.00	\$53,956.00
2.6	331417	Water Service Connection - 1"	EA	113	\$575.00	\$64,975.00
2.7	331417	Water Service Line - 1"	LF	5,668	\$18.00	\$102,024.00
2.8	331419	Gate Valve & Box - 6"	EA	16	\$1,200.00	\$19,200.00
2.9	331419	Gate Valve & Box - 8"	EA	18	\$1,500.00	\$27,000.00
2.10	331419	Gate Valve & Box - 12"	EA	4	\$3,100.00	\$12,400.00
2.11	331419	Hydrant - 6"	EA	16	\$4,600.00	\$73,600.00
Storm Sewer Items						
3.1	714.0210	Pipe Conc Reinf 15In CI III-Storm Drain	LF	1,554	\$39.00	\$60,606.00
3.2	714.0315	Pipe Conc Reinf 18In CI III-Storm Drain	LF	394	\$41.00	\$16,154.00
3.3	714.0405	Pipe Conc Reinf 21In CI III-Storm Drain	LF	186	\$45.00	\$8,370.00
3.4	714.0620	Pipe Conc Reinf 24In CI III-Storm Drain	LF	453	\$54.00	\$24,462.00
3.5	714.0710	Pipe Conc Reinf 27In CI III-Storm Drain	LF	1,478	\$65.00	\$96,070.00
3.6	714.0825	Pipe Conc Reinf 30In CI III-Storm Drain	LF	270	\$76.00	\$20,520.00
3.7	714.0910	Pipe Conc Reinf 36In CI III-Storm Drain	LF	830	\$109.00	\$90,470.00
3.8	714.0910	Pipe Conc Reinf 42In CI III-Storm Drain	LF	199	\$151.00	\$30,049.00
3.9	714.1312	Pipe Conc Reinf 60In CI III-Storm Drain	LF	69	\$245.00	\$16,905.00
3.10	714.4092	Pipe Conduit 12in-Storm Drain	LF	1,769	\$26.00	\$45,994.00
3.11	714.4097	Pipe Conduit 15In-Storm Drain	LF	236	\$30.00	\$7,080.00
3.12	714.9680	Plug Pipe-All Types & Sizes	EA	1	\$200.00	\$200.00
3.13	714.9696	Edgedrain Non Permeable Base	LF	10,347	\$4.00	\$41,388.00
3.14	722.0100	Manhole 48In	EA	17	\$2,800.00	\$47,600.00
3.15	722.0110	Manhole 60In	EA	19	\$4,600.00	\$87,400.00
3.16	722.0120	Manhole 72In	EA	1	\$8,300.00	\$8,300.00
3.17	722.0130	Manhole 84"	EA	1	\$11,000.00	\$11,000.00
3.18	722.0140	Manhole 96In	EA	1	\$14,000.00	\$14,000.00
3.19	722.3510	Inlet-Type 2	EA	23	\$2,400.00	\$55,200.00



BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
3.20	722.4000	Inlet Catch Basin-Type A	EA	18	\$1,725.00	\$31,050.00
3.21	330130.86	Adjust Manhole Cover	EA	1	\$250.00	\$250.00
3.22	330130.86	Adjust Manhole Casting	EA	1	\$250.00	\$250.00
3.23	C-002	Adjust Manhole Casting - Special	EA	1	\$2,500.00	\$2,500.00
Roadway Items						\$0.00
4.1	202.0114	Removal of Concrete Pavement	SY	141	\$10.00	\$1,410.00
4.2	202.0130	Removal of Curb & Gutter	LF	249	\$7.00	\$1,743.00
4.3	202.0132	Removal of Bituminous Surfacing	SY	299	\$8.00	\$2,392.00
4.4	203.0101	Common Excavation-Type A (P)	CY	22,140	\$5.00	\$110,700.00
4.5	230.0000	Subgrade Preparation-Type A-12In	SY	21,044	\$1.50	\$31,566.00
4.6	302.0121	Aggregate Base Course Cl 5	CY	5,261	\$36.00	\$189,396.00
4.7	430.0043	Superpave FAA 43	TON	3,892	\$70.00	\$272,440.00
4.8	550.0300	8In Non-Reinf Concrete Pvmt CL Ae-Doweled	SY	4,017	\$63.00	\$253,071.00
4.9	709.0151	Geosynthetic Material Type R1	SY	21,044	\$1.75	\$36,827.00
4.10	748.0140	Curb & Gutter-Type I	LF	11,633	\$17.00	\$197,761.00
4.11	750.0030	Pigmented Imprinted Concrete	SY	525	\$95.00	\$49,875.00
4.12	750.0115	Sidewalk Concrete 4In	SY	1,231	\$38.00	\$46,778.00
4.13	750.0125	Sidewalk Concrete 5In	SY	1,871	\$40.00	\$74,840.00
4.14	750.0140	Sidewalk Concrete 6In	SY	170	\$46.00	\$7,820.00
4.15	750.0210	Concrete Median Nose Paving	SY	20	\$210.00	\$4,200.00
4.16	750.1021	Driveway Concrete 8In Reinforced	SY	274	\$50.00	\$13,700.00
4.17	750.2115	Detectable Warning Panels	SF	360	\$36.00	\$12,960.00
4.18	754.0110	Flat Sheet For Signs-Type XI Refl Sheeting	SF	212	\$21.00	\$4,452.00
4.19	754.0170	Flexible Delineators	EA	3	\$90.00	\$270.00
4.20	754.0206	Steel Galv Posts-Telescoping Perforated Tube	LF	371	\$12.00	\$4,452.00
4.21	762.0012	Preformed Patterned Pvmt Mk-Message(Grooved)	SF	48	\$27.00	\$1,296.00
4.22	762.1305	Preformed Patterned Pvmt Mk 4In Line-Grooved	LF	537	\$5.70	\$3,060.90
4.23	762.1309	Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	229	\$11.75	\$2,690.75
4.24	762.1325	Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	1,620	\$33.50	\$54,270.00
4.25	772.2215	Pedestrian Pushbutton & Sign	EA	2	\$3,300.00	\$6,600.00
4.26	C-002	Cluster Box Unit - 8 Unit	EA	17	\$1,800.00	\$30,600.00
4.27	C-002	Spare Cluster Box Unit - 8 Unit	EA	2	\$1,500.00	\$3,000.00
General Items						\$0.00
5.10	203.0109	Topsoil	CY	25,740	\$2.00	\$51,480.00
5.20	251.0300	Seeding Class III	ACRE	3	\$1,940.00	\$5,529.00
5.30	253.0101	Straw Mulch	ACRE	30	\$410.00	\$12,218.00
5.40	253.0201	Hydraulic Mulch	ACRE	3	\$2,360.00	\$6,726.00
5.50	255.0101	ECB Type 1	SY	1,100	\$2.60	\$2,860.00
5.60	260.0100	Silt Fence Unsupported	LF	592	\$2.60	\$1,539.20
5.70	261.0112	Fiber Rolls 12In	LF	592	\$4.00	\$2,368.00
5.80	265.0100	Stabilized Construction Access	EA	1	\$1,500.00	\$1,500.00
5.90	704.1100	Traffic Control	LSUM	1	\$1,500.00	\$1,500.00
5.10	708.1540	Inlet Protection-Special	EA	58	\$150.00	\$8,700.00
5.11	930.9699	Cleaning	LSUM	1	\$1,500.00	\$1,500.00
5.12	970.0095	Herbicide Weed Control	ACRE	6	\$350.00	\$1,995.00
5.13	15000	Storm Water Management	LSUM	1	\$2,000.00	\$2,000.00
5.14	329300	Tree - Large Deciduous	EA	52	\$700.00	\$36,400.00
5.15	329300	Tree - Small Deciduous	EA	21	\$620.00	\$13,020.00
5.16	C-004	Temporary Cofferdam	LSum	1	\$2,500.00	\$2,500.00
5.17	C-002	Pond Slope Restoration	LSum	1	\$15,000.00	\$15,000.00
5.18	C-002	Remove Aggregate Driveway	LSum	1	\$7,500.00	\$7,500.00
5.19	C-507	Removeable Bollard Post	EA	2	\$500.00	\$1,000.00

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
5.20	C-002	Turf Establishment	LSum	1	\$2,000.00	\$2,000.00
5.21	C-509	6" Irrigation Conduit	EA	5	\$700.00	\$3,500.00
Electrical Items						\$0.00
6.1	26000	Concrete Base - 5'	EA	32	\$575.00	\$18,400.00
6.2	26000	Conductor - #6 USE/Cu.	LF	14,490	\$1.35	\$19,561.50
6.3	26000	Innerduct - 1.5" PVC	LF	4,830	\$5.25	\$25,357.50
6.4	26000	Light Standard - Single LED and 14' Post	EA	29	\$2,540.00	\$73,660.00
6.5	26000	Light Standard Spare - Single LED and 14' Post	EA	3	\$2,400.00	\$7,200.00
6.6	26000	Light Standard - Double LED and 16' Post	EA	4	\$5,000.00	\$20,000.00
6.7	26000	Light Standard Spare - Double LED and 16' Post	EA	1	\$4,700.00	\$4,700.00
6.8	26000	Tracer Wire - #12	LF	4,830	\$0.73	\$3,525.90
6.9	26000	Feedpoint	EA	1	\$8,900.00	\$8,900.00
6.10	26000	Pole Assembly Removal/Replacement	EA	1	\$1,520.00	\$1,520.00
Construction Subtotal						\$3,534,738.75
Contingencies (~10%)						\$365,261.25
Total Construction						\$3,900,000.00
Study & Report						\$15,000.00
Engineering (11%)						\$429,000.00
Additional Consultanting Services						\$60,000.00
Development Hook-Up Fee						\$83,986.98
Legal & Administration (~5%)						\$195,000.00
Bond Discount (~4%)						\$167,013.00
TOTAL COST						\$4,850,000.00

NOTICE OF AWARD

Date of Issuance:

Owner: City of West Fargo

Owner's Contract No.:

Engineer: Moore Engineering, Inc.
Sewer, Water, Storm and Street

Engineer's Project No.: 21222

Project: Improvement District 1331

Contract Name: The Wilds 20th Addition Improvements

Bidder: Dakota Underground Company

Bidder's Address: 4001 15th Ave N, Fargo, ND 58102

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 27, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Sewer, Water, Storm and Street Improvement District No. 1331; The Wilds 20th Addition.

The Contract Price of the awarded Contract is: \$3,534,738.75.

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

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

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

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

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

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

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



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

Engineering Department
 800 4th Ave E
 West Fargo, ND 58078
 701-433-5330
www.westfargond.gov

GENDA ITEM REQUEST
 BOARD OF CITY COMMISSIONERS
 WEST FARGO, NORTH DAKOTA

OFFICE USE: AGENDA ITEM # _____
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** "Consent" or "Regular" Agenda Item? **Regular** **

CONTACT(s): Dustin T. Scott, City Engineer
MEETING DATE: September 9, 2020
SUBJECT: Improvement Dist. No. 1332 – Review Task Order No. 34-1

Attached reference documents:

- Task Order No. 34-1

LOCATION: Westview 4th Addition

ACTION REQUEST: Approve Task Order No. 34-1 for consulting services relating to *Improvement District No. 1332 – Westview 4th Addition*

ADDITIONAL INFORMATION:

- This Task Order will be executed in accordance with the "Master Service Agreement" between the City of West Fargo and Moore Engineering, Inc. dated May 1st, 2018.
- Prior Commission Actions:
 - July 6, 2020 – Accepted developer’s Petition
 - July 20, 2020 – Create Improvement District
 - July 20, 2020 – Approve Engineer’s Report (*Total Project Cost of \$1,300,000*)
 - *September 8, 2020 – Approve Plans/Specs and Authorize Bid Advertisement
 - * Placed on Consent Agenda

EXHIBIT A to MSA
Task Order for Design & Construction Services

This is Task Order No. 34-1
consisting of 20 pages.

Task Order 34-1

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 1, 2018 and approved by the West Fargo City Commission on September 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: August 4, 2020
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Sewer, Water, Storm and Street Improvement District No. 1332
- e. Specific Project Description: Westview 4th Addition
- f. Project Background: This project was previously petitioned and the Engineering Report was presented to the Commission on August 3, 2020 where it was accepted and design was authorized. This Task Order adds to the contract the Design and Construction of the project

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as follows:

A. *Preliminary Design Phase – Prior to Preliminary Design, the city will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase will begin once a preferred alternative is determined and the corresponding "Engineer's Report" has been approved by the Board of City Commissioners.*

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and

Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

- d. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents.
- j. Obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
- k. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
- l. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables

B. *Final Design Phase*

1. Engineer shall:
 - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
 - b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
 - d. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - e. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - f. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
 - g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - h. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 - i. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - j. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

- k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
 3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

- g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts. Bid tabulations will be provided in pdf and spreadsheet format.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any

Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

- 3) The duties and responsibilities of the RPR are as follows:
- a) *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - b) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - c) *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - d) *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - e) *Liaison*
 - Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - f) *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
 - g) *Shop Drawings and Samples*
 - Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes

that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

- h) *Proposed Modifications*: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- i) Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
 - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:

- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the

Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*:
 - 1) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

- 2) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.
- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
 - 2) Provide justification on pay items that end up over/under the contract quantity.
 - 3) Provide final payment spreadsheet as requested by Owner.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
 - y. *Construction Staking:* Engineer will provide the following upon request of the Contractor
 - 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
 - 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
 - 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contact
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
 - 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
 - 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
 - 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
 - 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
 - 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.
2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more

than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:

- a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

1. Engineer shall:

- a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
- b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
- c. Prepare operation and maintenance manuals.
- d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
- e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include:
 - 1) Significant changes made during construction along with survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights.
 - 2) Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Additional Design Related Services*

1. Right-of-Way Administration

- a. Property Owner coordination and correspondence pertaining to potential right-of-way needs.

- b. Prepare concept exhibits pertaining to the right-of-way process.
 - c. For right-of-way required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation, participate in negotiation of terms of easement or land acquisition with landowners, participate in coordination of land acquisition process, and install monuments as required upon completion of the Project.
2. Permitting Administration – Prepare appropriate applications, including necessary supporting documentation, to submit and secure all local, state, and federal permits, environmental clearance documents, and any railroad agreements.
- A. *Additional Commissioning Phase Services*
- 1. Record Drawing Administration
 - a. Prepare and furnish to Owner GIS shapefiles showing appropriate record information based on Project annotated record documents received from Contractor. GIS shapefiles shall include survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights. The infrastructure will be moved to these locations in GIS. GIS shapefiles will be supplied to City for use within their webmap.

4. City's Responsibilities

City shall have those responsibilities as follows:

- A. City shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of MEI
- B. City shall be responsible for, and MEI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to MEI pursuant to this Agreement. MEI may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require MEI to affirmatively determine the accuracy of information that is prepared for City by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by MEI.
- C. City shall provide for MEI's right to enter the property owned by City and/or others in order for MEI to fulfill its services.

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:

- a. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Engineer's Report	34	\$12,000	\$0	\$12,000
Additional Funding Services				
Special Assessment Administration	34	\$5,000	\$0	\$5,000
Additional Design Related Services				
Right-of-Way Administration	34-1	\$0	\$1,200 ✓	\$1,200 ✓
Additional Commissioning Phase Services				
Additional Record Drawings	34-1	\$0	\$2,300 ✓	\$2,300 ✓
ADDITIONAL SERVICES SUBTOTAL		\$17,000	\$3,500	\$20,500

[Handwritten signature]

- b. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, Post-Construction, and Commissioning Phases shall be made according the following table:

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$1,015,000
Estimated Compensation based on 11% of Construction		\$111,650

[Handwritten signature]
8-24-20

- c. Compensation for services referenced in 6.A.a (Additional Services) and 6.A.b (Basic Services) are summarized in the following table.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$20,500
Estimated Compensation based on 11% of Construction	\$111,650
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$132,150 ✓

[Handwritten signature]
8/24/20

B. The terms of payment are set forth in Article 4 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order:

a. None

8. Other Modifications to Agreement and Exhibits:

a. None

9. Attachments:

a. None

10. Other Documents Incorporated by Reference:

a. None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order No. 34-1 is August 4, 2020.

OWNER:

By:



Print Name: Tina Fisk

Title: City Administrator

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Title: City Administrator

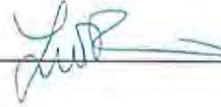
Address: 800 4th Ave E. Suite #1 West Fargo, ND 58078

E-Mail Address: Tina.Fisk@westfargond.gov

Phone: (701) 433-5301

ENGINEER:

By:



Print Name: Lee Beauvais, PE

Title: Chief Operations Officer

Engineer License or Firm's Certificate No. (if required): 011C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel R. Hanson, PE

Title: Senior Project Manager

Address: 925 10th Avenue East, West Fargo, ND

E-Mail Address: dan.hanson@mooreengineeringinc.com

Phone: (701) 282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____



Sewer, Water, Storm and Street Improvement District No. 1332 - Westview 4th Addition Improvements (TO 34-1)

Project Name:

Project Number: 21326A

Date: 8/18/2020

Client: City of West Fargo

v6.12-13-2019

TASK NO. WORK TASK DESCRIPTION

Defined Limits

TASK TOTAL

SR PROJECT MANAGER

PROJECT MANAGER

SENIOR PE

CADD TECH III

GIS MANAGER

GIS TECH III

LABOR TOTAL (WIP)

SR PROJECT MANAGER

PROJECT MANAGER

SENIOR PE

CADD TECH III

GIS MANAGER

GIS TECH III

LABOR TOTAL (WIP)

TOTAL HOURLY ESTIMATE

Phase

WF MSA Other TO - 2020

Right-Of-Way Administration

Record Drawings

TOTALS

PROJECT GRAND TOTAL

COST/HOUR

620 HOURS

645 HOURS

HOURS

HOURS

\$190

\$570

\$570

\$1,140

\$3,465

\$180

\$180

\$360

\$540

\$1,620

\$185

\$185

\$360

\$185

\$1,175

\$120

\$240

\$160

\$240

\$1,200

\$160

\$160

\$160

\$160

\$1,200

\$120

\$240

\$160

\$240

\$1,200

N/A

7

16

23

\$3,465

Note: All items that contain no hours are EXCLUDED from the Proposal.
 \\mooreengineeringinc.com\root\Projects\Projects\21000121300121326A WFGoND Dist1332WestView4AddImp1002-Bid and Proposal\02-Engineering Agreement (RfP)\Proposals\Task Order 34 - 1121326A_T



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Tina Fisk

Phone Number: *

7014335301

Email Address:

tina.fisk@westfargond.gov

Date *

9/3/2020

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Plan to use 2020 professional development funds for IDI assessments

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

No action

Upload Additional Documentation (Optional):

Commissioner Memo_IDI Assessment of DH_9.8.2020.docx

71.12KB



To: West Fargo City Commission
From: City Administrator Tina Fisk
Date: Tuesday, Sept. 8, 2020
Subject: Plan to use 2020 professional development funds for IDI assessments
Action: No action required

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Police and Fire

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary and Recommendation:

City staff have identified a pilot group of 18 employees at a cost \$5,400 to complete the Intercultural Development Inventory assessment using professional development funds that were not used in 2020 due to COVID-19 cancellations.

Policy Analysis:

Completing the IDI assessment is a proactive step in maintaining equal opportunities and a work environment free of harassment (full policy noted on Page 3), as well as improving the customer service experience provided by staff to the community.

The 18 employees identified for the pilot group include all department heads and five employees with assigned community engagement and communication responsibilities.

Financial Analysis:

Professional development budgets will fund these assessments. As of Aug. 20, 2020, only 21% of these budgets have been used in 2020 due to COVID-19 cancellations. The \$5,400 cost represents 1.5% of the remaining budget in these funds.

Process/Timeline:

Staff will work with Laetitia Hellerud to build a process and timeline for the completion of this project. Following the assessments, the City Commission will receive a report regarding the value of the assessment and a recommendation on continuing with other employees. The assessments and report will be complete by the end of 2020.

EMPLOYEE HANDBOOK

2.01 Equal Employment Opportunity

The City of West Fargo provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. The City complies with applicable state and local laws governing nondiscrimination in employment in every location the City has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

3.05 Harassment and Offensive Behavior

Sexual and other unlawful harassment is a violation of the Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, service in the military, or other characteristic protected by state or federal law, is prohibited.

It is the City of West Fargo's policy to provide a work environment free of sexual and other harassment. Harassment of City of West Fargo employees by leadership, supervisors, co-workers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The City of West Fargo will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment: "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to epithets, slurs, jokes, pranks, innuendo, comments, written or graphic material, stereotyping or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status,

religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment: While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or a basis for employment decision; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Other sexually orientated conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of conduct. If unwelcome, these circumstances may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and • Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an

investigation of sexual harassment complaint is unlawful and will not be tolerated at the City of West Fargo.

Complaint Procedure: Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. Employees may complain directly to their immediate supervisor or department head, the Human Resources Director, or any other member of leadership with whom that employee feels comfortable bringing such a complaint. Similarly, if employees observe acts of discrimination toward or harassment of another employee, they are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the City of West Fargo will take immediate, appropriate, corrective action, including discipline, up to and including termination of employment.