



**West Fargo City Commission Meeting
Monday, December 16, 2019
Commission Chambers 5:30 PM**

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – December 2, 2019 **(Pg. 2-4)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Bills **(Pg. 5-9)**
- b. Games of Chance for US Military Vets Motorcycle Club. Games to be conducted: Raffle from 12-16-19 to 8-22-20 at the West Fargo VFW Post 7564, 444 Sheyenne Street **(Pg. 10)**
- c. Schedule a 5:30pm Public Hearing on Sandhills 4th Addition, a Replat and Rezoning from A: Agricultural to LI: Light Industrial on Monday, January 20, 2020 **(Pg. 11-12)**

Regular Agenda

Introduction of Carissa Hansen, West Fargo Library Director

- 1. 5:30pm Public Hearing for YWCA Community Development Block Grant – **Mitch Calkins (Pg. 13)**
- 2. West Fargo Fire Department Transfer Agreements – **John Shockley, Tina Fisk (Pg. 14-181)**
- 3. Appointment of Dan Fuller, West Fargo Fire Chief – **Tina Fisk**
- 4. First Reading of Ordinance No. 1146, Bench Sign Franchise – **John Shockley (Pg. 182-184)**
- 5. Convention Center Financial Presentation – **Jim Larson (Pg. 185-191)**
- 6. Results Presentation of Refunding Bond Issue 2019B sale – **Jim Larson (Pg. 192-197)**
- 7. Review Petition for Improvements for Eagle Run Plaza 9th Addition – **Dustin Scott (Pg. 198-205)**
- 8. Final Plat Approval of South River Estates Addition, a subdivision – **Tim Solberg (Pg. 206-211)**
- 9. Final Plat Approval of Southdale 3rd Addition, a replat – **Tim Solberg (Pg. 212-218)**
- 10. Review Program Management Agreement with West Fargo Events, Inc. – **Tina Fisk (Pg. 219-241)**
- 11. Review Lease and Use Agreement for Sheyenne 32, LLC – **Tina Fisk (Pg. 242-263)**
- 12. Review Separated Parking Garage Management Agreement with West Fargo Events, Inc. – **Tina Fisk (Pg. 264-286)**
- 13. Construction Updates – **Dustin Scott**
- 14. City Administrator's Report – **Tina Fisk**
- 15. Correspondence
- 16. Non-Agenda
- 17. Adjourn



**West Fargo City Commission Meeting
Monday, December 2, 2019
Commission Chambers 5:30 P.M.**

The West Fargo City Commission met on Monday, December 2, 2019, at 5:30 pm. Those present were Bernie Dardis, Eric Gjerdevig, Brad Olson, Mark Simmons, and Mike Thorstad. The President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Order of Agenda as presented with the removal of Consent Agenda Item 'e,' Purchase Agreement for 906 19 Ave N. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the minutes of November 18, 2019 as presented. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report and Monthly Comparison Report dated December 2, 2019 and Building Permits #780-789. Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the Building Permits as presented. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Olson seconded to approve the following items from the Consent Agenda with the removal of Item e:

- a. Bills
- b. Games of Chance for Maxwells Restaurant & Bar. Games to be conducted: Raffle on 12/4/19 at Maxwells Restaurant & Bar, 1380 9 St E
- c. Games of Chance for Community Presbyterian Church. Games to be conducted: Raffle on 12/18/19 at Community Presbyterian Church, 702 Sheyenne St
- d. Games of Chance for Holy Cross Catholic Church. Games to be conducted: Raffle from 12/2/19 to 1/23/20 at Holy Cross Catholic Church, 2711 7 St E
- e. Purchase Agreement for 906 19 Ave N

No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for a 5:30pm Public Hearing and First Reading for the rezoning of The Wilds 20th Addition. The Public Hearing was opened. There was no Public Comment. The Public Hearing was closed. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the First Reading of the rezoning of The Wilds 20th Addition. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for a 5:30pm Public Hearing and First Reading of Zoning Ordinance Amendment for proposed changes to Section 4-



**West Fargo City Commission Meeting
Monday, December 2, 2019
Commission Chambers 5:30 P.M.**

400. The Public Hearing was opened. The following appeared before the Commission for Public Comment:

- Roben Anderson, 108 Francis Street
- Matt Marshall, former West Fargo Economic Development Director
- Iris Gill, 325 W 6th Ave
- Dustin Murray, 213 5 Ave W
- Mike Graham, 3030 Sheyenne River Way

There was no other Public Comment. The Public Hearing was closed. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the First Reading. Commissioners Thorstad and Dardis abstained. Upon a roll call vote, Commissioners Simmons, Olson and Gjerdevig voted in favor. The majority having voted in favor, the motion carried.

Todd Berning with EPIC Companies appeared before the Commission to provide an update on the Lights at Sheyenne 32 project. No action was requested of the Commission.

Attorney Sarah Wear appeared before the Commission for a First Reading of Ordinance No. 1146, Bench Sign Franchise. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to table the item for further discussion. Commissioners Thorstad and Dardis recused themselves. Upon a roll call vote, Commissioners Olson, Simmons and Gjerdevig voted in favor of tabling the item for further discussion. No opposition. The Motion carried.

Emergency Manager Pierre Freeman appeared before the Commission for the Fall 2019 Code Enforcement Report. No action was requested of the Commission.

City Engineer Dustin Scott appeared before the Commission to provide Construction Updates. No action was requested of the Commission.

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

- Update on 3rd grade tours
- Have lost 4 light poles in Brooks Harbor
 - i. Someone cut locks on diversion channel and parked on top
 - ii. \$3500 per light pole - trying to identify
- Tree lighting ceremony on 12/5 at POW/MIA plaza
 - i. Street Department worked w/ West Fargo Events to get plaza ready
- Will update Commission on Engineering Dept. changes at 12/16 meeting
- 325 alley letters sent
 - i. No more maintenance w/ freeze up
 - ii. Public meetings over winter for future changes
 - iii. Simmons - any decisions on alleys?
 1. Any improvements have to be approved by residents



West Fargo City Commission Meeting
Monday, December 2, 2019
Commission Chambers 5:30 P.M.

- Dustin/Melissa working on marketing/social media regarding river levels for winter and spring flooding
 - i. Working on spring plan
- Public Works Director interviews 12/12
 - i. Will be process/input
 - 1. Meet/greet for staff
 - 2. Tour of WF
 - 3. Interview
- 801 10 ½ Ave W
 - i. In process of condemnation
 - ii. Has come back to city
 - iii. Cannot be refurbished
 - iv. Pierre/Nick
 - 1. Tear down and sell lot
 - 2. Tear down and use for Habitat for Humanity?
- Look @ BP reports
 - i. Up 20 million over last year for building permits
 - ii. Very busy year
- Bernie
 - i. 4 street lights damaged
 - 1. Engaged PD for reports?
 - a. Yes - PW and PD investigating
 - ii. Dustin
 - 1. Developer has stepped forward and claimed responsibility for 2 of the lights
 - 2. Other 2 don't have evidence
 - iii. Simmons
 - 1. Don't have to have license or certificate to hire staff to take pictures?
- Staff Christmas party
 - i. Friday 12/6 @ doubletree

There was no correspondence.

There were no non-agenda items.

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

Bernie Dardis, Commission President

Tina Fisk, City Administrator

Consent Agenda Item: a

12/03/19
16:50:54

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/19

Page: 1 of 5
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
85125	S	2499 FM CONVENTION & VISITORS BUREAU	18864.24	12/03/19			
						CL 88106	18864.24
85126	S	2499 FM CONVENTION & VISITORS BUREAU	9432.13	12/03/19			
						CL 88107	9432.13
85127	S	489 3-D SPECIALITIES	1479.31	12/03/19			
						CL 88139	1479.31
85128	S	3453 ABM EQUIPMENT & SUPPLY LLC	735.26	12/03/19			
						CL 88128	735.26
85129	S	289 ACME TOOLS	627.53	12/03/19			
						CL 88138	627.53
85130	S	2947 ALLSTATE PETERBILT OF FARGO	2365.11	12/03/19			
						CL 88146	2365.11
85131	S	2742 AMBASSADOR INC	7298.59	12/03/19			
						CL 88204	7298.59
85132	S	2697 AMERICAN PUBLIC WORKS ASSOCIATION	1180.00	12/03/19			
						CL 88123	1180.00
85133	S	999999 BARTHOLOMAY CONSTRUCTION, INC	13580.00	12/03/19			
						CL 88196	13580.00
85134	S	3469 BENCO EQUIPMENT	248.74	12/03/19			
						CL 88173	248.74
85135	S	3273 BERNIE DARDIS	234.84	12/03/19			
						CL 88177	234.84
85136	S	36 BERT'S TRUCK EQUIPMENT	774.95	12/03/19			
						CL 88149	774.95
85137	S	1127 BIERSCHBACH EQUIPMENT & SUPPLY	450.00	12/03/19			
						CL 88155	450.00
85138	S	3077 BLUE 360 MEDIA	70.75	12/03/19			
						CL 88112	70.75
85139	S	1403 BLUE TARP FINANCIAL, INC	336.96	12/03/19			
						CL 88147	336.96
85140	S	26 BORDER STATES INDUSTRIES INC	546.90	12/03/19			
						CL 88197	546.90
85141	S	999999 BREMER BANK, ATTN: DUNG NGUYEN	5.00	12/03/19			
						CL 88098	5.00
85142	S	16 BROKERAGE PRINTING	206.40	12/03/19			
						CL 88084	20.00
						CL 88089	149.65
						CL 88115	36.75
85143	S	351 BUSINESS ESSENTIALS	420.65	12/03/19			
						CL 88209	318.00
						CL 88210	102.65
85144	S	39 BUTLER MACHINERY	97.46	12/03/19			
						CL 88165	97.46
85145	S	3078 BYTESPEED, LLC	440.00	12/03/19			
						CL 88203	440.00
85146	S	61 CASS COUNTY TREASURER	6430.00	12/03/19			
						CL 88206	6430.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
85147	S	46 CASS RURAL WATER USERS	32.24	12/03/19			
						CL 88193	32.24
85148	S	1512 CDW GOVERNMENT, INC	371.48	12/03/19			
						CL 88097	371.48
85149	S	3216 CINTAS	89.33	12/03/19			
						CL 88127	89.33
85150	S	111 CITY OF FARGO	61528.07	12/03/19			
						CL 88101	38626.31
						CL 88116	88.00
						CL 88168	78.00
						CL 88191	22735.76
85151	S	2138 CITY OF SAINT PAUL	550.00	12/03/19			
						CL 88192	550.00
85152	S	1338 CLARK'S EXCAVATING & SEPTIC PUMPING	225.00	12/03/19			
						CL 88198	225.00
85153	S	3477 CMI TIME MANAGEMENT LLC	11265.41	12/03/19			
						CL 88175	11265.41
85154	S	3245 CORE & MAIN	789.04	12/03/19			
						CL 88137	789.04
85155	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	85.63	12/03/19			
						CL 88131	85.63
85156	S	65 CURT'S LOCK & KEY	1293.99	12/03/19			
						CL 88129	1293.99
85157	S	1675 DAKOTA FLUID POWER, INC	11.61	12/03/19			
						CL 88157	3.99
						CL 88176	7.62
85158	S	856 DAVE'S WEST FARGO TIRE	145.30	12/03/19			
						CL 88095	145.30
85159	S	999999 DREWES	159.75	12/03/19			
						CL 88214	159.75
85160	S	2100 EAGLE RUN CROSSING LLC	271.82	12/03/19			
						CL 88141	271.82
85161	S	2862 ESSENTIA HEALTH	3260.00	12/03/19			
						CL 88091	3260.00
85162	S	1927 FARGO RENTALL, INC	137.39	12/03/19			
						CL 88103	137.39
85163	S	1812 FIRESTONE	425.36	12/03/19			
						CL 88093	425.36
85164	S	2543 FM COALITION FOR HOMELESS PERSONS	100.00	12/03/19			
						CL 88186	100.00
85165	S	104 FORUM COMMUNICATIONS	403.00	12/03/19			
						CL 88087	276.00
						CL 88199	127.00
85166	S	155 GALLS, LLC	1702.53	12/03/19			
						CL 88100	1702.53
85167	S	156 GENERAL EQUIP & SUPPLIES	8646.47	12/03/19			
						CL 88132	7215.87
						CL 88174	1430.60

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
85168	S	2393 GLENDA EDWARDSON	259.97	12/03/19			
						CL 88122	259.97
85169	S	2558 GOODYEAR COMMERCIAL TIRE	1372.68	12/03/19			
						CL 88114	1372.68
85170	S	939 GRAYBAR	2.33	12/03/19			
						CL 88124	2.33
85171	S	3206 GREAT OUTCOMES CONSULTING LLC	2400.00	12/03/19			
						CL 88207	2400.00
85172	S	2877 GREATAMERICA FINANCIAL SERVICES	176.63	12/03/19			
						CL 88211	176.63
85173	S	1963 GREATER FARGO MOORHEAD EDC	15000.00	12/03/19			
						CL 88109	15000.00
85174	S	769 HARBOR FREIGHT TOOLS	203.19	12/03/19			
						CL 88169	203.19
85175	S	999999 HOLIDAY COMPANIES	155.00	12/03/19			
						CL 88201	155.00
85176	S	1226 HP INC.	5471.36	12/03/19			
						CL 88171	5471.36
85177	S	358 HUBERT OYE-SONS CONST.	175.00	12/03/19			
						CL 88145	175.00
85178	S	3087 IBM CORPORATION	165.00	12/03/19			
						CL 88202	165.00
85179	S	233 J & L SPORTS	147.00	12/03/19			
						CL 88119	133.00
						CL 88179	14.00
85180	S	2735 KADRMAS, LEE & JACKSON, INC	233232.06	12/03/19			
						CL 88181	9903.11
						CL 88182	114349.50
						CL 88183	106584.45
						CL 88184	2395.00
85181	S	2752 KOST MATERIALS, LLC	524.00	12/03/19			
						CL 88148	524.00
85182	S	705 LAWSON PRODUCTS	522.63	12/03/19			
						CL 88117	522.63
85183	S	3304 MAC'S - FARGO	194.51	12/03/19			
						CL 88130	194.51
85184	S	3384 MATHESON TRI-GAS INC	28.00	12/03/19			
						CL 88142	28.00
85185	S	3449 MBN ENGINEERING, INC	10000.00	12/03/19			
						CL 88180	10000.00
85186	S	299 MENARDS	674.41	12/03/19			
						CL 88136	416.76
						CL 88170	257.65
85187	S	2489 MENARDS-MOORHEAD	796.00	12/03/19			
						CL 88163	796.00
85188	S	323 METRO COG	4881.80	12/03/19			
						CL 88208	4881.80

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
85189	S	2766 MIDCONTINENT COMMUNICATIONS	125.00	12/03/19			
						CL 88121	125.00
85190	S	908 MILES ORTH	99.98	12/03/19			
						CL 88190	99.98
85191	S	305 MOORE ENGINEERING	244769.83	12/03/19			
						CL 88105	80000.00
						CL 88110	164769.83
85192	S	298 MVTL LABORATORIES	305.00	12/03/19			
						CL 88167	305.00
85193	S	335 ND DEPT OF TRANSPORTATION	2449995.52	12/03/19			
						CL 88079	553883.78
						CL 88086	1896111.74
85194	S	333 ND MOTOR VEHICLE DEPT.	69.00	12/03/19			
						CL 88195	69.00
85195	S	723 ND POST BOARD	90.00	12/03/19			
						CL 88200	90.00
85196	S	370 ND SAFETY COUNCIL	428.00	12/03/19			
						CL 88090	428.00
85197	S	271 NETCENTER TECHNOLOGIES	565.00	12/03/19			
						CL 88099	565.00
85198	S	2261 NETWORK CENTER INCORPORATED	324.55	12/03/19			
						CL 88088	324.55
85199	S	2523 NEXUS INNOVATIONS, INC	937.50	12/03/19			
						CL 88094	937.50
85200	S	2826 NORIDIAN MUTUAL INSURANCE CO	134.75	12/03/19			
						CL 88085	134.75
85201	S	141 NORTH STAR SAFETY, INC	248.99	12/03/19			
						CL 88118	248.99
85202	S	328 NORTHERN ENGINE & SUPPL	44.52	12/03/19			
						CL 88156	44.52
85203	S	3256 NORTHERN LAKE SERVICE, INC	488.70	12/03/19			
						CL 88126	488.70
85204	S	1715 NORTHWEST TIRE INC	75.22	12/03/19			
						CL 88158	75.22
85205	S	322 NOVA FIRE PROTECTION	75.00	12/03/19			
						CL 88143	75.00
85206	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1227.68	12/03/19			
						CL 88125	864.98
						CL 88159	362.70
85207	S	276 OSTROMS ACE HARDWARE	1150.52	12/03/19			
						CL 88133	1087.60
						CL 88164	35.98
						CL 88194	26.94
85208	S	563 PETRO SERVE USA	459.40	12/03/19			
						CL 88140	459.40
85209	S	360 PIONEER RIM/WHEEL	5.84	12/03/19			
						CL 88161	5.84

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # C

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: December 12, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
 Sandhills 4th Addition, a Replat and Rezoning from A: Agricultural to LI: Light Industrial.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
 Lots 1-4 and 20-22, Block 8 of Meadow Brook Park Subdivision, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:
 Schedule a Public Hearing at 5:30 pm on January 20, 2020.



www.westfargond.gov

*Larry M. Weil, Community Development Director
Tim Solberg, Director of Planning and Zoning, AICP
Malachi Peterson, Planner
Lisa Sankey, Planner*

NOTICE OF PUBLIC HEARING

A public hearing will be held on the 20th Day of January 2020, at 5:30 P.M. at the City Hall of West Fargo, North Dakota, concerning the enactment of a proposed zoning ordinance. The proposed ordinance involves the following:

Lots 1-4 and 20-22, Block 8 of Meadow Brook Park Subdivision, City of West Fargo, North Dakota (Proposed Sandhills 4th Addition)

The ordinance is for the purpose of rezoning from an A: Agricultural District to an LI: Light Industrial District.

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

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

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

(Please Publish January 6 and 13, 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: *

Mitch Calkins

Phone Number: *

701-235-1197

Email Address:

mitch@lakeagassiz.com

Date *

12/11/2019

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

The Community Development Block Grant award for the YWCA permanent supportive housing project (aka Grace Garden) will need to be closed out. Lake Agassiz Regional Council is the grant administrator and is responsible for the grant closeout process.

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

A brief public hearing is required as part of the closeout in order to answer any questions from the commission on the project and the overall performance of the grant.

Upload Additional Documentation (Optional):

TRANSFER AGREEMENT

BY AND BETWEEN

CITY OF WEST FARGO, NORTH DAKOTA

and

WEST FARGO FIRE DEPARTMENT, INC.

and

WEST FARGO RURAL FIRE DEPARTMENT, INC.

Dated as of _____, 2019

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078-0458

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION	1
SECTION 1.01 DEFINITIONS	1
SECTION 1.02 INTERPRETATION	2
ARTICLE II. INTENT AND PURPOSE	3
SECTION 2.01 INTENT	3
ARTICLE III. DISSOLUTION OF THE FIRE DEPARTMENT	3
SECTION 3.01 PLAN OF DISSOLUTION	3
ARTICLE IV. TRANSFER OF ASSETS; LIMITED ASSUMPTION OF LIABILITIES	5
SECTION 4.01 ASSETS TRANSFERRED FROM THE FIRE DEPARTMENT	5
ARTICLE V. PURCHASE PRICE, PAYMENT AND CLOSING.....	6
SECTION 5.01 PURCHASE PRICE	6
SECTION 5.02 PAYMENT OF PURCHASE PRICE	6
SECTION 5.03 CLOSING	6
SECTION 5.04 CLOSING COSTS	6
ARTICLE VI. CONDUCT OF BUSINESS BEFORE AND AFTER CLOSING.....	6
SECTION 6.01 CONTINUED OPERATIONS	6
SECTION 6.02 RISK OF LOSS.....	6
SECTION 6.03 EMPLOYMENT MATTERS	6
SECTION 6.04 FUTURE OPERATIONS	7
ARTICLE VII. REPRESENTATIONS AND WARRANTIES OF THE CITY	7
SECTION 7.01 THE CITY’S REPRESENTATIONS AND WARRANTIES.....	7
ARTICLE VIII. REPRESENTATIONS AND WARRANTIES OF THE FIRE DEPARTMENT	7
SECTION 8.01 FIRE DEPARTMENT’S REPRESENTATIONS AND WARRANTIES.....	7
ARTICLE IX. REPRESENTATIONS AND WARRANTIES OF THE RURAL FIRE DEPARTMENT	8
SECTION 9.01 RURAL FIRE DEPARTMENT’S REPRESENTATIONS AND WARRANTIES	8
ARTICLE X. INDEMNIFICATION	8
SECTION 10.01 INDEMNIFICATION BY FIRE DEPARTMENT	8
SECTION 10.02 INDEMNIFICATION BY RURAL FIRE DEPARTMENT	9
ARTICLE XI. COVENANTS	9
SECTION 11.01 FIRE DEPARTMENT’S COVENANTS	9
ARTICLE XII. TERM.....	10
SECTION 12.01 TERM	10
SECTION 12.02 REPORT OF DISSOLUTION	10
SECTION 12.03 AGREEMENT	10
ARTICLE XIII. MISCELLANEOUS	10

SECTION 13.01	GOVERNING LAW	10
SECTION 13.02	SUCCESSORS AND ASSIGNS	10
SECTION 13.03	AMENDMENTS	10
SECTION 13.04	WAIVER	10
SECTION 13.05	NO THIRD PARTY BENEFICIARIES	11
SECTION 13.06	NOTICE	11
SECTION 13.07	SEVERABILITY	11
SECTION 13.08	COUNTERPARTS	11
SECTION 13.09	ENTIRE AGREEMENT	11

SIGNATURE PAGES **S-1 THROUGH S-3**

- EXHIBIT A – RESTATED BYLAWS OF WEST FARGO FIRE DEPARTMENT, INC.
- EXHIBIT B – PURCHASED ASSETS
- EXHIBIT C – WARRANTY DEEDS
- EXHIBIT D – STRATEGIC PLAN 2019-2023

DRAFT

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this “Agreement”) is made and entered into this day of _____, 2019, (“Effective Date”) by and between the City of West Fargo, a political subdivision under the laws of North Dakota, whose principal address is 800 Fourth Avenue East, Suite 1, West Fargo, ND 58078 (the “City”), the West Fargo Fire Department, Inc., a nonprofit corporation organized under the laws of North Dakota, whose principal address is 106 1st Street West, West Fargo, ND 58078 (the “Fire Department”), and the West Fargo Rural Fire Department, Inc., a nonprofit corporation organized under the laws of North Dakota, whose principal address is 106 1st Street, West Fargo, ND 58078 (the “Rural Fire Department”), (collectively, the “Parties”).

WHEREAS, there are two fire departments that provide fire protection services for the City, the Fire Department and the Rural Fire Department; and

WHEREAS, the Fire Department desires to adopt a plan to dissolve the nonprofit corporation, wind up its business affairs, and transfer and distribute its assets to the City; and

WHEREAS, the City will own and maintain the assets; and

WHEREAS, the Parties desire to adopt a plan for future operations whereby the Rural Fire Department will remain in existence and use the assets transferred to the City to provide ongoing fire protection services; and

WHEREAS, the Parties desire to memorialize the terms, rights, and responsibilities in writing under this Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“**Agreement**” means this Transfer Agreement by and between the City of West Fargo, the West Fargo Fire Department, Inc., and the West Fargo Rural Fire Department, Inc.

“**Applicable Law**” means, collectively, the Constitutions of the United States and of the State of North Dakota, all common law and principles of equity, and all federal, state, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or

administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with any governmental authority, and, with respect to any Person, articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Parties.

“**Business**” means the Fire Department which provides fire protection services to the City.

“**City Administrator**” means Tina Fisk or her successors.

“**City**” means the City of West Fargo, North Dakota, a North Dakota municipal corporation, having an address of 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078.

“**Closing Date**” means _____.

“**Effective Date**” means the date of approval and execution of this Agreement by the Board of City Commissioners, the West Fargo Fire Department, Inc.’s Board of Directors, and the West Fargo Rural Fire Department, Inc.’s Board of Directors, the _____ day of _____, 2019.

“**Fire Department Personnel**” shall include the employees of the West Fargo Fire Department, if any, volunteers firefighters and the current Fire Department employees who transition to employment with the City and their replacements.

“**Fire Protection Services**” means all the services which the Fire Department provides, including, but not limited to fire suppression services, emergency medical services, fire inspections, fire investigations, public education, code enforcement, major plans review, technical rescue, and hazmat operations response.

“**Good Faith**” means observance of reasonable commercial standards of fair dealing in a given trade of business.

“**Parties**” means the parties to this Agreement: the City of West Fargo, the West Fargo Fire Department, and the West Fargo Rural Fire Department.

“**Purchased Assets**” means all assets used by the Fire Department in the conduct of the Business, including but not limited to those assets listed in **Exhibit B** hereto.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement,

instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and sections to, this Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. INTENT AND PURPOSE

Section 2.01 INTENT. The Fire Department intends to adopt a plan for the dissolution of the nonprofit corporation and for the transfer and distribution of its assets. Upon dissolution, the assets owned by the Fire Department are to be transferred to the City. The City will own maintain the assets transferred by the Fire Department for future use by the Rural Fire Department.

ARTICLE III. DISSOLUTION OF THE FIRE DEPARTMENT

Section 3.01 PLAN OF DISSOLUTION. The Parties agree and acknowledge this plan of dissolution is for the purpose of effecting the complete dissolution of the Fire Department pursuant and in accordance with North Dakota Century Code Sections 10-19.1-107 through 10-19.1-113.1 and the Fire Department's Restated Bylaws, attached as **Exhibit A**.

- (a) Authorization and commencement for dissolution of the Fire Department shall become effective upon not less than a vote of seventy five percent (75%) of all Directors. If seventy five percent (75%) of the directors vote to authorize the dissolution, then:
 - (i) The Fire Department shall file notice of dissolution pursuant to Section 10-19.1-108 of the North Dakota Century Code; and

- (ii) The directors shall have the right to revoke the dissolution proceedings pursuant to Section 10-19.1-112 of the North Dakota Century Code.
- (b) The Fire Department shall file notice of intent to dissolve with the Secretary of State, with the fees provided for in section 10-18.1-147 of the North Dakota Century Code. The notice must contain:
 - (i) The name of the corporation;
 - (ii) The date and place of the meeting at which the resolution was approved; and
 - (iii) A statement that the requisite vote of the directors was received or that all shareholders entitled to vote signed a written action.
- (c) After the notice of intent to dissolve has been filed with the Secretary of State, the Parties agree and acknowledge that the corporation shall cease to carry on its business, except to the extent necessary for the winding up of the corporation. The corporate existence shall continue to the extent necessary to wind up the affairs of the corporation until the dissolution proceedings are revoked or the articles of dissolution are filed with the Secretary of State.
- (d) As soon as reasonably possible, the Fire Department shall take such actions and perform those activities required for orderly liquidation of the assets and the discharge of its liabilities so as to minimize losses attendant upon liquidation. The operations of the Fire Department shall continue during such liquidation solely for the purpose of winding up business.
- (e) The assets and property of the Fire Department shall be distributed in the following order of priority, but in any event in conformance with Chapter 10-33 of the North Dakota Century Code:
 - (i) Those assets received and held for special purpose or use;
 - (ii) Payment of costs and expenses of the dissolution proceedings, including attorney's fees and disbursements;
 - (iii) Payment of debts, obligations, and liabilities of the Fire Department;
 - (iv) To an entity that qualifies as a tax-exempt entity under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code or to a North Dakota municipal corporation.
- (f) The officers and directors of the Fire Department shall execute the Plan of Dissolution, and shall have the power to adopt all resolutions, execute all

documents, and take all necessary action deemed necessary for the complete dissolution of the Fire Department.

ARTICLE IV.
TRANSFER OF ASSETS; LIMITED ASSUMPTION OF LIABILITIES

Section 4.01 ASSETS TRANSFERRED FROM THE FIRE DEPARTMENT. Subject to the terms and conditions hereof, the Fire Department hereby sells to the City, and the City hereby purchases from the Fire Department, the following assets of the Fire Department related to or used in the operation of the Business, wherever the same may be located (collectively referred to as the “Purchased Assets”).

- (a) *Personal Property.* All the personal property, equipment, furniture, fixtures, office equipment, computer hardware and software, leasehold improvements and other personal property of the Fire Department that is an integral part of the Business, including any replacements or accessions thereto made by the Fire Department following the execution of this Agreement, and specifically including, without limitation, the items listed in **Exhibit B** attached hereto;

- (b) *Real Estate.* The following described real property, located in West Fargo, North Dakota, together with the buildings and improvements, appurtenances, fixtures and attachments located therein:
 - (i) The Central Fire Station, located at 106 1st Street, West Fargo, North Dakota 58078, and legally described as follows:

Lots 6 through 8, Block 7, Sukut Estates Subdivision to the City of West Fargo, Cass County, North Dakota.

 - (ii) The Southside Fire Station, located at 445 29th Avenue W., West Fargo, North Dakota 58078, and legally described as follows:

Lot 1, Block 1, Eagle Run Plaza Fourth Addition to the City of West Fargo, Cass County, North Dakota.(the “Purchase Property”), described in **Exhibit C** attached hereto.

- (c) *Permits/Licenses.* All permits, licensing approvals and notifications, governmental or otherwise, relating to the Business;

- (d) *Miscellaneous Assets.* All of the Fire Department’s other assets of any nature not described above, which are used or useful in the Business.

Section 4.02 FIRE DEPARTMENT PERSONNEL. As of January 2019, all Fire Department Personnel became employees of the City. Upon execution of this Agreement, Fire Department Personnel will remain employees of the City. See the Strategic Plan 2019-2023, attached as **Exhibit D** hereto.

Section 4.03 LIABILITIES AND OBLIGATIONS NOT ASSUMED. The City shall not assume any liabilities, obligations or undertakings of Fire Department whether fixed or contingent, known or unknown, determined or determinable, arising from the conduct of the Business prior to the Closing Date including, without limitation, any claims against the Fire Department or the Business, except as specifically assumed by the City herein.

ARTICLE V. PURCHASE PRICE, PAYMENT AND CLOSING

Section 5.01 PURCHASE PRICE. The purchase price for the Purchased Assets shall be the sum of One Dollar (\$1.00), payable as follow:

Section 5.02 PAYMENT OF PURCHASE PRICE. The purchase price shall be paid in cash on the Closing Date.

Section 5.03 CLOSING. The closing ("Closing Date") shall occur on _____, 2019, unless extended for purposes of correcting title or unless otherwise agreed by the Parties. At closing, the Fire Department will execute and deliver to the City a Warranty Deed conveying good and marketable title to the Purchase Property, free and clear of all mortgages, liens, or any other encumbrances. The Parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at or, following closing. The Fire Department will deliver possession of its Assets and the Purchase Property to the City at closing.

Section 5.04 CLOSING COSTS. The City will be responsible for all closing costs, including the cost of updating the abstract, preparing the deed, deed tax, cost of survey, any title correction that is required, all costs related to title examination, costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.

ARTICLE VI. CONDUCT OF BUSINESS BEFORE AND AFTER CLOSING

Section 6.01 CONTINUED OPERATIONS. Fire Department shall, until the Closing Date, continue to manage and operate the Business in the regular course of business, unless specifically requested to do otherwise in writing by the City.

Section 6.02 RISK OF LOSS. Prior to the Closing Date of the transaction contemplated by this Agreement, the risk of loss or destruction of any Purchased Assets shall be that of the Fire Department. The City shall have a right to receive and retain any insurance proceeds associated with any Purchased Assets damaged or destroyed between the Effective Date and the Closing Date.

Section 6.03 EMPLOYMENT MATTERS. Upon dissolution of the Fire Department, Fire Department Personnel shall cease employment with the Fire Department. As of the Closing Date, Fire Department Personnel shall automatically remain employees of the City but shall continue to offer the City fire protection services through the Rural Fire Department.

Section 6.04 FUTURE OPERATIONS. Upon dissolution of the Fire Department and as of the Effective Date of this Agreement, the City shall own and maintain the Purchased Assets. The Rural Fire Department shall be permitted to use the Purchased Assets to offer fire protection services to the City.

**ARTICLE VII.
REPRESENTATIONS AND WARRANTIES OF THE CITY**

Section 7.01 THE CITY'S REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the City and the Rural Fire Department, its successors and assigns the following:

- (a) *Authority and Enforceability.* The City has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the City of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary entity action on the part of the City. This Agreement has been duly executed and delivered by the City, assuming the due authorization, execution and delivery hereof by each of the other parties hereto, this Agreement constitutes legal, valid and binding obligations of the City enforceable against the City in accordance with its terms.
- (b) *No Breach.* The City represents and warrants that neither the execution, delivery, nor compliance, with this Agreement by the City will conflict with or result in a breach of any contract, obligation, or duty owed to any third party.

**ARTICLE VIII.
REPRESENTATIONS AND WARRANTIES OF THE FIRE DEPARTMENT**

Section 8.01 FIRE DEPARTMENT'S REPRESENTATIONS AND WARRANTIES. The Fire Department represents and warrants to the City and the Rural Fire Department, its successors and assigns the following:

- (a) *Organization and Good Standing.* Fire Department is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of North Dakota. Fire Department has all necessary corporate power to own its property and to carry on the business as now owned and operated.
- (b) *Authority and Enforceability.* Fire Department has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Fire Department of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary entity action on the part of Fire Department. This Agreement has been duly executed and delivered by Fire Department, assuming the due authorization, execution and delivery hereof by each of the other parties hereto, this Agreement constitutes legal, valid and binding obligations of Fire Department enforceable against Fire Department in accordance with its terms.

- (c) *Title to Assets.* Fire Department is the owner, beneficially and of record, of all the Purchased Assets, which on the Closing Date will be conveyed to the City, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions.
- (d) *No Breach.* Fire Department represents and warrants that neither the execution, delivery, nor compliance, with this Agreement by Fire Department will conflict with or result in a breach of any contract, obligation, or duty owed to any third party.

ARTICLE IX.

REPRESENTATIONS AND WARRANTIES OF THE RURAL FIRE DEPARTMENT

Section 9.01 RURAL FIRE DEPARTMENT'S REPRESENTATIONS AND WARRANTIES. The Rural Fire Department represents and warrants to the City and the Fire Department, its successors and assigns the following:

- (a) *Organization and Good Standing.* Rural Fire Department is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of North Dakota. Rural Fire Department has all necessary corporate power to own its property and to carry on the business as now owned and operated.
- (b) *Authority and Enforceability.* Rural Fire Department has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Rural Fire Department of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary entity action on the part of Rural Fire Department. This Agreement has been duly executed and delivered by Rural Fire Department, assuming the due authorization, execution and delivery hereof by each of the other parties hereto, this Agreement constitutes legal, valid and binding obligations of Rural Fire Department enforceable against Rural Fire Department in accordance with its terms.
- (c) *No Breach.* Rural Fire Department represents and warrants that neither the execution, delivery, nor compliance, with this Agreement by Rural Fire Department will conflict with or result in a breach of any contract, obligation, or duty owed to any third party.

ARTICLE X.

INDEMNIFICATION

Section 10.01 INDEMNIFICATION BY FIRE DEPARTMENT. Following the Effective Date, Fire Department shall indemnify and defend the City and its Affiliates, directors, officers, successors and assigns against, and shall hold the City and its Affiliates, directors, officers, successors and assigns harmless from, any loss, liability, claim, charge, action, suit, proceeding, damage or expense (collectively, "Losses") incurred by the City or its Affiliates with respect to each Event resulting from or arising out of:

- (a) Any breach of any representation, warranty, covenant or obligation of Fire Department under this Agreement; or
- (b) Any claim, demand, action or proceeding asserted by any person against the City relating to any obligation or liability of the Fire Department hereunder, or to any obligation relating to the Business or the Purchased Assets arising from events occurring prior to the Closing Date.

Section 10.02 INDEMNIFICATION BY RURAL FIRE DEPARTMENT. Following the Effective Date, Rural Fire Department shall indemnify and defend the City and its Affiliates, directors, officers, successors and assigns against, and shall hold the City and its Affiliates, directors, officers, successors and assigns harmless from, any loss, liability, claim, charge, action, suit, proceeding, damage or expense (collectively, "Losses") incurred by the City or its Affiliates with respect to each Event resulting from or arising out of:

- (a) Any breach of any representation, warranty, covenant or obligation of the Rural Fire Department under this Agreement; or
- (b) Any claim, demand, action or proceeding asserted by any person against the City relating to any obligation or liability of the Fire Department hereunder, or to any obligation relating to the Business or the Purchased Assets arising from events occurring prior to the Closing Date.

ARTICLE XI. COVENANTS

Section 11.01 FIRE DEPARTMENT'S COVENANTS. Fire Department has represented and covenanted to and agreed with the City and Rural Fire Department that:

- (a) Conduct of Business. From the date hereof until the Closing Date, Fire Department shall:
- (i) Maintain and preserve the Purchased Assets and conduct of the Business in a reasonable and prudent manner, in the ordinary and usual course, and consistent with industry practice;
 - (ii) Not enter into any lease or other agreement with respect to the Purchased Assets other than the leases and agreements already entered into, except as approved by the City;
 - (iii) Not create, assume, or incur any indebtedness with respect to the Purchased Assets, except as approved by the City;
 - (iv) Not sell, transfer, dispose of, or create or suffer an Lien on any of the Purchased Assets, except as approved by the City;

- (v) Not take any other action which would have an adverse effect on any of the Assets, including without limitation the value or condition thereof;
 - (vi) Cooperate in Good Faith with the City and Rural Fire Department in compliance with this Agreement.
- (b) Confidentiality. Whether or not the transfer contemplated hereby is consummated, the Fire Department agrees to use its best efforts to keep the existence and terms of this Agreement confidential.

**ARTICLE XII.
TERM**

Section 12.01 TERM. This Agreement shall become effective on the Effective Date. The Agreement shall remain in full force and effect for the Term of the Agreement, the term of this Agreement shall be for one (1) year from the Effective Date, initially _____, 2019 to _____, 2020.

Section 12.02 REPORT OF DISSOLUTION. Fire Department shall report back and provide notice to the Parties when the corporation has been dissolved.

Section 12.03 AGREEMENT. The Parties may alter the Term of this Agreement at any time through mutual written agreement.

**ARTICLE XIII.
MISCELLANEOUS**

Section 13.01 GOVERNING LAW. This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the State of North Dakota.

Section 13.02 SUCCESSORS AND ASSIGNS. The Parties agree that this Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties in accordance with the terms and conditions of this Agreement and any Applicable Law. No assignment of any interest of any Party may be made without the express written consent of the other Party.

Section 13.03 AMENDMENTS. This Agreement, or any part thereof, may be amended, modified, or waived only by a written instrument duly executed by the Parties, specifying with particularity the nature and extent of such amendment, modification, and waiver.

Section 13.04 WAIVER. 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.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

(Remainder of page intentionally left blank.)

DRAFT

Signature Page for the City

The governing body of the City of West Fargo approved this Agreement on _____, 2019.

CITY OF WEST FARGO, a municipal corporation

By: _____
Bernie L. Dardis, President of the Board of Commissioners

ATTEST:

Tina Fisk, City Administrator

Signature Page for West Fargo Fire Department, Inc.

WEST FARGO FIRE DEPARTMENT,
INC., a North Dakota nonprofit corporation

By: _____

Its: _____

Date: _____

DRAFT

Signature Page for West Fargo Rural Fire Department, Inc.

WEST FARGO RURAL FIRE
DEPARTMENT, INC., a North Dakota
nonprofit corporation

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT A – “RESTATED BYLAWS OF WEST FARGO FIRE DEPARTMENT, INC.”

DRAFT

**RESTATED BYLAWS
OF
WEST FARGO FIRE DEPARTMENT, INC.
Approved: March 20, 2018**

**ARTICLE 1
FORMATION**

Section 1.1 Name. The name of this corporation is West Fargo Fire Department, Inc. (the “Corporation”).

Section 1.2 Purpose.

A. The Corporation has been formed for exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), specifically (but without limitation) to protect the lives and property of the citizens of West Fargo, North Dakota, and to assist in any disaster, emergency, or occasion for which it may be properly equipped and for which it is called by the proper authorities.

B. Notwithstanding anything to the contrary contained herein, the Corporation is organized and shall be operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code, and may not carry on any activities not permitted to be carried on by an organization described in Section 501(c)(3). No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempt to influence legislation, except to the extent permitted by law, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. In that regard, the following specific statements shall apply to the operation of the Corporation:

- (1) The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- (2) Notwithstanding any other provision of the Articles and these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law).
- (3) The Corporation will be operated as a nonprofit Corporation under North Dakota law in accordance with IRC § 501(c)(3).

- (4) Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.
- (5) Any subsequent amendment of these Bylaws shall be consistent with Section 501(c)(3) of the Code.
- (6) The Corporation shall not merge with, or convert into, any entity that does not qualify as a non-profit organization.
- (7) The Corporation and its Board of Directors shall take any and all subsequent actions required to insure that the provisions of the Articles of Incorporation and these Bylaws are consistent with the North Dakota Non-Profit Corporation Act and are enforceable at law and in equity.

Section 1.3 Term. The duration of the Corporation shall be perpetual unless earlier terminated as herein specified.

Section 1.4 Registered Office, Registered Agent. The registered office of the Corporation shall be the office of the initial registered agent named in the Articles of Incorporation or such other office as the Board of Directors may designate from time to time in the manner provided by law. The registered agent of the Corporation in the State of North Dakota shall be the initial registered agent named in the Articles of Incorporation or persons as the Board of Directors may designate from time to time in the manner provided by law.

Section 1.5 Place of Business. The principal place of business of the Corporation in North Dakota shall be 106 1st St. West, West Fargo, North Dakota 58078. The principal place of business may be changed to such other place as the Board of Directors may designate from time to time. The Corporation shall maintain records there as required by the North Dakota Nonprofit Corporation Act, N.D.C.C. Chapter 10-33.

Section 1.6 Management by Board of Directors. Management of the Corporation shall be vested in its Board of Directors.

ARTICLE 2 MEMBERS

Section 2.1 Members. The Corporation shall have one class of Members. Applicants for Membership are considered on probation during their first year of service and do not have any status of rights as a Member. Members of the corporation are utilized as the volunteer firefighters.

Section 2.2 Member Eligibility. Members must be at least eighteen (18) years of age and of good moral character, have completed one (1) year of probationary membership, and have been approved as a Member according to the processes described hereafter in the Member Approval and

Member Acceptance sections, prior to being placed on the official Member roster of the Corporation.

Section 2.3 Member Application Approval. A committee of Members shall be appointed by the Board of Directors to receive, review, and recommend approval or denial of membership applications. Applications for membership shall be submitted to the entire membership of the Corporation. A simple majority vote of those present and voting, provided a quorum exists as hereinafter defined, shall elect an applicant to membership in the Corporation.

Section 2.4 Member Voting Rights. Each Member shall be entitled to one vote on membership matters properly submitted to a vote of the Members by the Board of Directors.

Section 2.5 Member Expulsion. The membership, by affirmative vote of two-thirds (2/3) of all the Members of the department, may suspend or expel any Probationary Member or Member for cause after an appropriate hearing. By a majority vote, those present at any regularly constituted meeting, may terminate the membership of any Member who becomes ineligible for membership.

Section 2.6 Member Resignation. Any Member may resign by filing a written resignation with the Secretary.

Section 2.7 Member Reinstatement. Upon written request filed with the Secretary, any former Member may be reinstated by a two-thirds (2/3) vote of the Members.

Section 2.8 Non-transferability. Membership in the Corporation is not transferrable.

Section 2.9 Annual Membership Meeting. The annual meeting of the membership shall be at 6:00 P.M. on the third Tuesday of January each year, for the purpose of electing Directors, ~~Assistant Fire Chief~~, and other such business the Board of Directors identifies. If this date falls on a holiday, the meeting shall be held on the next succeeding business day. If the annual meeting is not held on the date designated herein, then the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as possible.

Section 2.10 Special Membership Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or not less than one-tenth (1/10) of the membership of the Corporation. The Board of Directors shall designate the place for any special meeting. Written notice of the agenda is required. On such a request, the Secretary shall provide not less than ten (10) days prior written notice to the Members, stating the time and place of the meeting and the purpose for which the meeting is being called.

On the day a special or emergency meeting is to take place, the President shall cause notice thereof to be given to the West Fargo Pioneer and the Fargo Forum or such other official newspapers as may succeed them. Notice shall contain the time, date, and location of the meeting, and the topics to be considered. The same shall also be posted at the Corporation's principal office.

Section 2.11 Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be signed by the

President or a Vice President and by the Secretary or and Assistant Secretary.. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and date of issuance shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued upon such terms and conditions as the Board of Directors may determine.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.1 Limitation on Liability. No Director shall be liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Corporation.

Section 3.2 Number and Term. Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors. The Directors shall be natural persons. The number of Directors shall not be less than five (5) and not more than nine (9). The Directors shall be elected to staggered terms consisting of three (3) years each. One Director shall be a Commissioner of the City of West Fargo and shall not be a Member. One Director shall be from the public at large, designated by the Board. Five Directors shall be elected from the Corporation's General Membership or Life Members. The same five Directors shall serve as the Board of Directors of the West Fargo Rural Fire Department.

The authorized number of Directors may be increased or decreased by the current Directors but no decrease shall have the effect of shortening the term of any incumbent Director. The at-large Director shall either be a resident of the City of West Fargo or the surrounding rural communities or shall be a business owner whose business is located in the City of West Fargo or the surrounding rural communities..

Section 3.3 Eligibility. Eligibility to serve as a Director is limited to Members of the Corporation only. ~~Paid employees and staff are not eligible to serve as Directors.~~

Section 3.4. Term. Other than initial terms as specified above, Directors shall be elected to hold office for three (3) years and may not serve more than three (3) consecutive terms. A former Director, who has served for three consecutive terms, shall be permitted to hold office again after a break in service of three (3) years. The City Commissioner sitting as a Board member shall be exempt from term limitations.

Section 3.5. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by appointment of the Board of Directors . A Director elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office.

Section 3.6 Regular Board of Director Meetings. The meetings of the Directors of the Corporation, for the purposes of considering and acting upon the Corporation's business and for transacting such other business as may properly be brought before such meetings, shall be held at least quarterly at the principal office of the Corporation, or at such other place, either within or without the State of North Dakota as determined by the Directors. Written notice of the agenda is required.

A. The President shall cause the schedule of regular Board of Director meetings for a given year to be filed with the auditor of the City of West Fargo no later than January 31st annually. Notice shall contain the time, date, and location of the meeting and, if practicable, the topics to be considered. The same shall be posted at the Corporation's principal office on the day of the meeting.

B. A special meeting of the Directors may be called by the President or not less than two (2) Directors, and on such a request, the Secretary shall provide not less than ten (10) days prior written notice to the other Directors stating the time and place of the meeting and the purpose for which the meeting is being called. On the day a special or emergency meeting is to take place, the President shall cause notice thereof to be given to the West Fargo Pioneer and the Fargo Forum or such other official newspapers as may succeed them. Notice shall contain the time, date, and location of the meeting, and the topics to be considered. The same shall also be posted at the Corporation's principal office.

C. A Director may waive notice of the date, time, place and purpose or purposes of a meeting of Directors. A waiver of notice by a Director entitled to notice is effective whether given before, at or after the meeting, and whether given in writing, orally or by attendance. Attendance by a Director at a meeting is waiver of notice of that meeting unless the Director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

Section 3.7 Open Meetings. The Corporation is supported by public funds. The Corporation is subject to the open meetings and open records laws of the State of North Dakota under NDCC 44-04-17.1, et. seq. and 44-04-18.1, et. seq.

Section 3.8 Quorum and Adjournments. Except as may be otherwise provided by law or by the Articles of Incorporation, a majority of the Directors shall constitute the quorum necessary for a meeting to occur.

Section 3.9 Majority Vote. With respect to any matter when a quorum is present at any meeting, the vote of a majority of the Directors, either present in person, electronically or having voted earlier, shall decide such matter brought before such meeting, unless the matter is one upon which, by express provision of the Articles of Incorporation, these Bylaws or by express provision of law, a different vote is required, in which case such express provision shall govern and control the decision of such matter.

Section 3.10 Voting. Each Director shall be entitled to one vote.

Section 3.11 Action Without Meeting. Any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting, without prior notice, and without a vote, if consent in writing, setting forth the action so taken, shall have been signed by not less than eighty percent (80%) of the sitting Directors entitled to vote thereon. Such action may be subject to open meeting requirements.

Section 3.12 Proxies. A Director shall not have the authority to designate another to vote for them by proxy.

Section 3.13 Electronic Communication. A conference among Directors by any means of communication through which the Directors may simultaneously hear each other during the conference constitutes a meeting of Directors, if the same notice is given of the conference as would be required for a meeting, and if the number of Directors participating in the conference would be sufficient to constitute a quorum at a meeting. A Director may participate in a meeting of Directors not described in the immediately preceding sentence by any means of communication through which the Director, other Directors so participating and all Directors physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by any means referred to in this section constitutes presence in person at the meeting. Such meeting shall be subject to the open meeting requirements.

Section 3.14 Reserve Powers of the Directors. The Directors will have and exercise the powers hereafter described, as well as those specific powers set forth in other sections of these Bylaws. The Directors shall: (a) have a right to request a year-end audit of the Corporation's financial activities; (b) review and approve the annual budget and capital expenditures; (c) approve all unbudgeted major capital expenditures; (d) approve the sale or other disposition of substantially all of the assets; (e) approve the Corporation's incurrence of any mortgage secured indebtedness; (f) approve all sales of, or the granting of any liens against, any real property owned by the Corporation; and (g) any merger or dissolution of the Corporation.

ARTICLE 4 OFFICERS

Any Officers shall perform their duties and functions in accordance with the direction of the Executive Committee and the Directors, as applicable.

Section 4.1 Number and Designation. Officers of the Corporation shall be elected annually by the Board of Directors. The Corporation shall have a President, one or more Vice Presidents, a Secretary and a Treasurer, who shall be elected or appointed by the Board of Directors. The Board of Directors may appoint such other persons as it deems necessary for the operation and the management of the Corporation, with such powers, rights, duties and responsibilities as may be determined by the Board of Directors. Any of the offices or functions of those offices may be held by the same person. New offices may be created and filled at any meeting of the Board of Directors. No person serving as a member of the Board of Directors shall be appointed to the position of assistant in charge of inspection and training.

Section 4.2 Eligibility. Eligibility to serve as an Officer is limited to Members of the Corporation only. ~~Paid employees and staff are not eligible to serve as Officers.~~

Section 4.3 President. Unless provided otherwise by resolution adopted by the Directors, the President shall also act as Chairman of the Board of Directors and the Steering Committee. The President (a) shall, when present, preside at all meetings of the Directors; (b) shall see that all orders and resolutions of the Board are carried into effect; (c) shall sign and deliver in the name of the Corporation any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles, this Agreement or the Directors to some other officer or agent of the Corporation; (d) may maintain records of and certify proceedings (e) shall perform such other duties as may from time to time be assigned to him by the Directors.

Section 4.4. Vice President. The Vice President shall serve in the absence of the President or in the event of their inability or refusal to act. If there be more than one Vice President and the Board of Directors has not previously established a priority, they shall serve in the order of their election. The Vice President, when performing the duties of the President shall have all the powers of, and be subject to all the restrictions upon the President. Any Vice President may perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 4.5 Treasurer. The Treasurer (a) shall keep accurate financial records for the Corporation; (b) shall deposit all moneys, drafts and checks in the name of and to the credit of the Corporation in such banks and depositories as the Board of Directors shall designate from time to time; (c) shall endorse for deposit all notes, checks and drafts received by the Corporation as ordered by the Board of Directors, making proper vouchers therefor; (d) shall disburse corporate funds and issue checks and drafts in the name of the Corporation, as ordered by the Board of Directors; (e) shall render to the Directors, whenever requested, an account of all of the transactions as treasurer and of the financial condition of the Corporation; and (f) shall perform such other duties as may be pre-scribed by the President from time to time.

Section 4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and the Steering Committee, shall record or cause to be recorded all proceedings thereof in a book to be kept for that purpose, and may certify such proceedings. Except as otherwise required or permitted by law or by this Agreement, the Secretary shall give or cause to be given notice of all meetings of the Directors or Steering Committee.

Section 4.7 Fire Chief. The Fire Chief shall be the official in charge of day to day operation of the Corporation. They shall be directly responsible to the Board of Directors. They shall have the authority to appoint company captains and other such operational officers as are necessary to carry out and perform the appropriate and proper functions of the Corporation. They shall direct, oversee, and supervise the activities of the Assistant Fire Chief, Battalion Chiefs, Captains, Engineers, and Firefighters.

Section 4.8 Assistant Chief. The Assistant Chief shall act in a support capacity to the Fire Chief and perform all functions and carry out all duties assigned by the Fire Chief, and be directly accountable to the Fire Chief. In the absence of the Fire Chief, the Assistant Chief shall be in charge of fireground operations. ~~The Assistant Chief is elected by the general membership, at the annual meeting, for a three (3) year term. If the elected Assistant Fire Chief cannot complete their term, the Board, with assistance from the Fire Chief, will install a temporary Assistant Chief until the next appropriate meeting of the general membership where a new Assistant Chief will be elected.~~

Section 4.9 Authority and Duties. In addition to the foregoing authority and duties, all Officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be designated from time to time by the Board of Directors.

Section 4.10 Terms. All Officers of the Corporation shall hold office until their respective successors are chosen and have qualified or until their earlier death, resignation or removal.

Section 4.11 Salaries. The salaries and benefits of the full time members of the WFFD shall be paid and determined by the City of West Fargo. ~~The salaries and benefits of the volunteer members of the WFFD shall be determined by the Board of Directors.~~

Section 4.12 Vacancy and Removal. Any officer elected from the general membership or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term or by the general membership at the earliest appropriate time. The Board will make the determination on which to proceed with.

ARTICLE 5 INDEMNIFICATION

The Directors shall not be liable to the Corporation or the other Directors for any act or omission to act occurring in good faith, without willful misconduct or gross negligence, and within the scope of the authority conferred by this Agreement, but not in breach of fiduciary duties or obligations hereunder. The Corporation shall indemnify and save harmless the Directors and their agents and employees from and against any and all liability, loss, expense or damage incurred or sustained in the conduct of the business of the Corporation except as a result of bad faith, gross negligence, willful misconduct, breach of fiduciary duty or of any of their obligations set forth or provided for herein. In particular, and without limiting the generality of the foregoing, the Directors and such other persons shall be entitled to indemnification by the Corporation against the reasonable expenses, including attorneys' fees, actually incurred in connection with the defense of any action in the right of the Corporation to which the Directors or such other persons may be made a party, if incurred through actions taken in good faith and in a manner reasonably believed to be in the best interests of the Corporation, unless such Director or other persons are adjudged liable for gross negligence or willful misconduct or breach of fiduciary duty hereunder.

ARTICLE 6 ACCOUNTING RECORDS AND REPORTS

Section 6.1 Books of Account. The Board of Directors shall maintain, or cause to be maintained, complete, accurate and up-to-date books for the Corporation's business, and each and every Corporation transaction shall be entered therein. The books of account shall be kept at the Registered Office of the Corporation, and all Directors and their duly authorized representatives shall have the right to examine such books during normal business hours and to make copies thereof.

Section 6.2 Tax Returns. The Board of Directors shall cause the Corporation's accountants to prepare the Corporation's federal, state or local income tax returns for each year not later than the applicable filing date. The Board of Directors shall cause the returns to be filed with the appropriate authority.

Section 6.3 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 6.4 Accountants. The Corporation's accountants shall be such firm of accountants as may be designated by the Board of Directors.

Section 6.5 Bank Accounts and Deposits. The funds of the Corporation shall be deposited in the name of the Corporation in such bank account or accounts as shall be designated by the Board of Directors, and withdrawals therefrom shall be made only upon the signature of any duly authorized agent of the Board of Directors.

ARTICLE 7 DISSOLUTION

Section 7.1 Dissolution of the Corporation. The Corporation shall be dissolved upon not less than a vote of seventy five percent (75%) of all Directors. Upon dissolution, the Corporation shall file Articles of Dissolution with the Secretary of State.

Section 7.2 Continuing Governance. In the event of a dissolution of the Corporation, the business affairs of the Corporation shall continue to be governed by the terms of these Bylaws during the winding up of the Corporation's business and affairs.

Section 7.3 Procedure on Liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Corporation and the discharge of the Corporation's liabilities so as to minimize the normal losses attendant upon liquidation. The operations of the Corporation shall continue during such liquidation solely for the purpose of winding up the Corporation's business.

Section 7.4 Distribution of Assets. The assets and property of the Corporation shall be distributed in the following order of priority, but in any event in conformance with North Dakota Century Code Chapter 10-33:

- (1) those assets received and held for a special use or purpose;
- (2) payment of costs and expenses of the dissolution proceedings, including attorney's fees and disbursements;
- (3) payment of debts, obligations, and liabilities of the corporation;
- (4) to an entity that qualifies as a tax-exempt entity under Section 501(c)(3) or 501(c)(4) of the Code or to a North Dakota municipal corporation.

ARTICLE 8 SEVERABILITY

If one or more of the provisions of these Bylaws shall be held to be invalid, illegal or unenforceable in any respect, including affecting the Corporation's 501(c)(3) status, the remaining provisions of these Bylaws shall remain in full force and effect and shall be construed as though the invalid, illegal or unenforceable provisions never had been contained herein.

**ARTICLE 9
AMENDMENTS**

These Bylaws may be amended, or new Bylaws may be adopted, by the affirmative vote of not less than 51% of the Corporation's Members..

**ARTICLE 10
CONFLICT OF INTEREST POLICY**

The Corporation adopts the Conflict of Interest Policy, attached as Exhibit "A" and incorporated by reference herein.

**ARTICLE 11
COMPENSATION ARRANGEMENTS**

In establishing the compensation of Corporation officers and employees or independent contractors (as defined by the Internal Revenue Service), the Board of Directors that approves compensation arrangements shall:

- A. Follow the Conflict of Interest Policy, attached as Exhibit "A."
- B. Approve the compensation arrangement in advance of paying the compensation.
- C. Document in writing the date and terms of approved compensation arrangements;
- D. Record in writing the decision made by each member of the Board of Directors who decided or voted on compensation arrangements; and
- E. Approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations.

"Compensation" shall include salary or wages, deferred compensation, retirement benefits, whether in the form of a qualified or non-qualified employee plan (pensions or annuities), fringe benefits, personal vehicle, meals, lodging, personal and family educational benefits, low interest loans, payment of personal travel, entertainment, or other expenses, athletic or country club membership, personal use of Corporation property, and bonuses.

BY WITNESS WHEREOF, the Board of Directors has executed these Restated Bylaws as of _____, 2018.

Director

Director

Director

Director

Director

EXHIBIT A

CONFLICT OF INTEREST POLICY

I. Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt organization's ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

II. Definitions.

A. Interested Person. Any Director, principal officer, or member of a committee to whom the governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; and/or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section B, a person who has a financial interest may have a conflict of interest only if the appropriate Board of Directors ("Board") or committee decides that a conflict of interest exists.

III. Procedures.

A. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors or the committee considering the proposed transaction or arrangement.

B. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee

shall decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest.

1. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy.

1. If the Board or committee has reasonable cause to believe a Director or member has failed to disclose actual or possible conflicts of interest, it shall inform the Director or member of the basis for such belief and afford the Director or member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the response and after making further investigation as warranted by the circumstances, the Board or committee determines the Director or member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

IV. Records of Proceedings. The minutes of the Board and all committees with the Board delegated powers shall contain:

- A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any

alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

V. Compensation.

- A. A voting Director of the Board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that Director's compensation.
- B. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- C. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

VI. Annual Statements. Each Director or member of a committee to which the Board delegated powers shall annually sign a statement which affirms such person:

- A. Has received a copy of the conflicts of interest policy,
- B. Has read and understands the policy,
- C. Has agreed to comply with the policy, and
- D. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

VII. Periodic Reviews. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

VIII. Use of Outside Experts. When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their

use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

EXHIBIT B – “PURCHASED ASSETS”

DRAFT

PURCHASED ASSETS

Assets purchased pursuant to the Transfer Agreement executed between the West Fargo Fire Department, Inc., the West Fargo Rural Fire Department, Inc., and the City of West Fargo shall be limited to the following:

City Apparatus			
Item	Serial Number	Property Number	Current Cost
2020 Ford Expedition	*on order	Squad 76	\$58,000
2008 Crimson Pumper	4S7CT2B918C067775	Engine 71	\$250,000.00
2019 Pierce Ascendant 107' Quint		Ladder 75	\$1,000,000.00
2002 Spartan Metro Star Rescue Truck	457CT23932CO41474	Rescue 74	\$300,000.00
2020 Ford F150	*on order	Batt 70	\$58,000.00
Zodiac Boat - 2015	MS007		\$5,000.00
Boat Motor - Mercury 20 HP-2015	OR705777		\$1,000.00
Boat Trailer - 2015	SI-00151820		\$15,000.00
2019 Pierce Impel Pumper	4P1BAAFFOKAO20714	Engine 76	\$550,000.00
2018 Chevrolet Tahoe	1GNSKFEC3JR13517	Squad 76	\$50,000.00
2012 Sutphen 95' Platform	159A8MNEXC5003074	Ladder 76	\$500,000.00
2008 2500 Chevrolet 4 Door Pickup	1GCHK23K38F209957	Brush 75	\$15,000.00
2019 Ford Explorer	1FM5K8AR4KGB50145	Chief 1	\$45,000.00
2017 Ford Explorer	1FM5K8AR5HG40670	Chief 2	\$20,000.00
2016 Ford Explorer	1FM5K8AR7GGB64953	Chief 3	\$20,000.00
2015 1500 Chevrolet 4 Door Pickup	3GCUKREC8FG325700	Inspections K9	\$30,000.00
2020 Ford Edge	*on order	Inspections	\$30,000.00
2020 Ford Edge	*on order	Inspections	\$30,000.00
Environmental Trailer 12/8/2005	1M9AS111151120805		\$5,000.00
2020 F250 with plow	*on order	Training	\$47,000

City E71 Equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
200ft 1 3/4" Pre connect.	1			
200ft 2" Pre connect.	2			
5" Hard Suction Nozzle	2			
Deck Gun mounted to truck	2	TFT-X544574		\$1,800.00
Deck Gun Base	1			

Deck Gun Straps	1			
Green Accountability Cone	1			
25ft 5" Supply Line	1			
Rubber Mallet	2			
4x8 Blue Tarp	1			
Green Salvage Tarp	1			
Rescue Rope Bags	1			
Hazmat Suits	4			
Decontamination Pool	1			
Collapsible Trash Can	1			
Foam Inductor	1			
Chimney Fire Powder Bags	13			
Roll of Caution Tape	1			
Roll of Duct Tape	1			
50ft 2 1/2" High Rise Pack with Gated Wye	1			\$500.00
100ft 1 3/4" High Rise Pack with Adjustable Fog Nozzle	1			\$500.00
5.5 HP Gas Powered Positive Pressure Fan	1	v18gx 4068	Valor	\$2,500
Door Chocks	6			
Hinge Chocks	1			
Sprinkler Tool	1			
Safety Glasses	1			
Ear Muff Hearing Protection	1			
Bottle Blue Smoke Spray	1			
Throwable Floatation Device	1			
Rope Bag for Water Rescue	1			
Coast Guard Approved Life Jackets	2			
Flat Head Axes	2			
Pick Head Axes	2			
Sheetrock Overhaul Tool	1			
3ft Pry Bar	1			
3ft Pike Pole with Handle	1			
50ft Hydro. Red Hoses	2			
American Rescue Tech. 31' Hydro. Ram	1			\$3,500.00
12" Ram Extension	1			
Grapple Screw On Ram Head	1			
Grooved Screw On Ram Head	1			

24" Wood Step Chocks	4		
4x4 16" Cribbing Blocks with Handles	18		
4x4 12" Wood Wedges	6		
2x4 16" Wood Cribbing with Handles	3		
Honda 2000 I Gas Generator with Flood Lamp	1	EAAJ184 2481	
Blue Blitzfire 2 1/2" Monitor	1	X496376	\$750.00
50ft Black Electric Extension Cord	2		
Genesis Hydro. Spreader	1	S35EF	\$4,000.00
Genesis Hydro. Cutter	1	1199	\$4,000.00
Honda GX 100 Hydro. Pump	1	0901M34	\$3,000.00
100ft Red Hydro. Hose	1		
100ft Blue Hydro Hose	1		
Dual Hydro Manual Hose Reel	1		\$500.00
600ft 5" Supply Line	31		
5"x12' Hard Suction Hose	1		
250ft 2 1/2" Hose	1		
Corded Milwaukee Sawzall	1	981C6030 42047	\$300.00
Halligan	1		
TNT Tool	1		
5 Gal. Pails of Floor Dry	1		
Grain Shovels	1		
Broom	1		
Cutters Edge	1	20120800 014	\$2,000.00
Glass Cutting Hand Saw	1		
Back Board	1		
Spade Shovels	1		
Flat Shovel	1		
3ft Claw Overhaul Tool	1		
6ft Claw Overhaul Tool	1		
Bundle of Utility Rope	1		
Cans of Chainsaw Fuel	1		
Replacement Chainsaw Chains	1		
Bar and Chain Oil.	1		
Sets of Spanner Wrenches	1		
2 1/2" Gated Valve	2		
Hydrant 5" Quick Connect	1		
4"x4 1/2" Adaptor	1		

Hydrant Wrench	1			
2 1/2" Adaptor	1			
1 3/4" Smooth Bore Nozzles	1			
2 1/2" Smooth Bore Nozzle	1			
1 3/4" Fog Nozzle	1			
Double Female Adaptor 2 1/2"	2			
MSA Air Bottles	1			
#0 Bolt Cutter	1			
Hack Saw	1			
Large Cable Cutter	1			
2ft Tile Spade	1			
10# Sledge Hammer	1			
2ft Spade	1			
30" Wrecking Bar	1			
36" Piercing Nozzle for Foam Inductor	1			
Water Can	1			
20# ABC Fire Extinguisher	1			
Co2 Extinguisher	3			
Foam Pro Pack	1			
25ft 1" Booster Line	1			
Pail of Pro Pack Foam	1			
Jug of Ice Melt	1			
190pcs. Craftsman Tool Set	1			
Bag of Misc. Hand Tools	4			
4pcs Set of Battery Operated Dewalt Hand Tools with Bag	1			\$500.00
Bag of Misc. Rescue Hand Tools	1			
Removable Flood Lamps with Stands	1	1-0034827-28	Fire Research Corp	\$1,700.00
14ft Pike Pole	1			
10' Attic Ladder	1			
8ft Pike Pole	1			
12ft Roof Ladder	1			
24ft Ladder	1			\$500.00
5" Gated Wye	1			
5" Octopus	1			
Yellow Stream Rechargeable Flashlights	2	894578	STREAM LITE	\$500.00
Bullard Thermal Image Camera	1	43890	T3 MAX	\$6,500.00

MSA Air Packs with Bottles and Integrated Thermal Image Cameras				
Meret Med Bag with O2 Bottle	1			
Lifepack AED with Case	1	B15C-02480	LIFE PACK	\$1,500.00
OB Kit	1			
Med. Latex Gloves	1			
Lrg. Latex Gloves	1			
XL Latex Gloves	1			
Package of Baby Wipes	1			
Container of Hand Wipes	1			
Bottle of Hand Sanitizer	1			
C Collars	1			
Senseit 5 Gas Meter	1	1890	SENSIT GOLD	\$2,000.00
First Aid Kit	1			
Spare Smoke and Co2 Alarms	1			
Set of Binos				
Size Med. MSA Air Mask	1			
Truck Head Sets with Spare Batteries	4	H9940	David Clark	\$2,500.00
Spare O2 Bottle with Holder	1			
Officer Report Book	1			
Fuji Film Personal Camera	1			
Bottle of Artificial Smoke	1			
Package of 9v Batteries	1			
Set of Elevator Keys	1			
Lock Box Keys	1			
				\$39,050.00

City E76 Equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
Decon Tub	1			
Positive Pressure Ventilation Tub	1			
Honda GX160 5.5Hp Ram Fan	1			\$2,610
MSA Air Pack	4			\$6700 EA
5" to 2.5" Adaptor	1			
25' 5in Hose	1			
Rubber Mallet	2			

50' 2.5in High Rise Pack w/ Straps	1		
2.5" to 1.75" Adaptor	1		
1.75 Nozzle	1		
MSA Air Bottles (1000 each)	5		5000
MSA Air Bottle (RIT)	1		\$1,000
50' 1.75 High Rise Pack w/ Straps	2		
Spare K12 Blade	1		
Blitz Gun	1	X522141	\$2,850
Accountability Cone	1		
Valor Super Vac Battery PPV Fan	1	4106	\$3,800.00
Dewalt 60V Batteries	2		
Milwaukee Stand Light	1		
Milwaukee Reciprocating Saw	1	A56CD182100 112	\$690.00
Milwaukee Drill	1	C26BD1821 00104	
Milwaukee 28V Batteries	11		
Cutters Edge	1	C27-15	\$2,500
Husqvarna K12	1	9676356-01 184800414	\$2,200
5" 100' Supply Hose	5		\$4,500
2.5" 50' Hose	12		
2.5" Combination Nozzle	1		\$720
Scool Shovel			
Spade Shovel			
Trench Shovel			
Broom			
2.5" Gate Valve			
Hydrant Spanners	4		
Hydrant Wrench	4		
Threaded Storz Connector			
Spanner Wrenches	2		
Floor Dry Buckets	2		
Honda Generator w/ Light	1	EACT-109- LOG8253	\$1,160
20lb ABC Extinguisher	1	F-76852231	
20lb CO2 Extinguisher	1	F74911260	
2.5 GAL Water Extinguisher	1	F-58411666	
Blue Extension Cord	1		

TNT Tool	1		
Halogen	1		
Irons Strap	1		
Flat Head Ax	1		
Sledge Hammer	1		
D Handle Pike Pole	1		
Bolt Cutter	1		
24' Extension Ladder	1		\$750
16' Roof Ladder	1		\$400
8' Pike Pole	1		
6' Pike Pole	1		
6' New York Hook	1		
Tool Box w/ Misc Tools	1		
Kolbalt Tool Box	1		
1.75" Combination Nozzle	1		\$550
1.75" Smooth Bore Nozzle	1		\$550
Foam Pro w/ Hose	1		\$775
Giant Red Salvage Tarp	1		
50' 1.75" Hose	8		\$1,960.00
50' 2.5" Hose	4		\$624.00
1.75" Combination Nozzle	2		\$550.00
2.5" Combination Nozzle	1		\$720.00
Spanner Wrenches	10		
50' 1.75 Hose (Bumper)	2		
1.75" Combination Nozzle	1		\$550
Genesis Spreader E-Hydraulic	1	1602DS2	\$6,000
Genesis Cutter E-Hydraulic	1	1905ES355	\$6,000.00
Genesis Ram E-Hydraulic	1	1905CJ592	\$6,895
MSA Air Bottles	4		
Large Red Medical Bag	1		
Medium Medical GO Bag	1		
Red Wireless Headsets	1		\$500
Red Wireless Headsets	1		\$500
Black Wireless Headsets	1		\$500
Black Wireless Headsets	1		\$500
Black Wireless Headsets	1		\$500
Black Wireless Headsets	1		\$500
Multirae Gas Monitor w/ Charger	1	M01CA10928	\$3,500
Spare MSA Face Mask	1		\$395
Elevator Keys	1		
Milwaukee Charger	1		

Scott Thermal Camera 5225	1	D19E74C8080 9		\$2,500
Mobile Vision Computer	1	L3V11211C61 940		
Motorola 05 Radio	1			
Knox Box Key Secure 5	1	20005031		\$850,00
Fire Vulcan LED Flashlight	1	198803		
Fire Vulcan LED Flashlight	1	198805		
Spare O2 Bottle	1			
Life Pack 1000 AED	1	37199132		
RAD Monitor	1	822064		
				\$62,749.00

City L76 Equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
Caution tape	2			
Rubber Mallet	1			
Spanner Wrench	6			
Manual Override Crank	1			
XXL Pack Mule Waist Harness	2			
Waist Harness	4			
25ft 5in Supply Hose	1			
150ft 1.5in Hose	1			
5in Spanner	2			
Rope Rescue bages 150ft	2			
Wireless Remote Master Stream	1			
Male to Male 2in Coupler	1			
Female to Female Coupler	1			
Bolt Cutter	1			
Large Red Salvage Cover	1			
4X4 Cribbing	12			
Small Cones	3			
Large Cones (Collapsible)	11			
Electric Red Fan	1			\$2,000
Extension Cord on Reel	1			
Pack of 7in Zip ties	1			
Akron Low Pressure 2.5in Nozzle	1		\$160	
Utility Rope Wraps	2			
20lb ABC Extinguisher	1			

20lb Water Can	1			
20lb CO2 Extinguisher	1			
2X3 3/4in Plywood	3			
10ft Pike Pole	2			
8ft Pike Pole	2			
6ft Pike Pole	3			
Hydrant Bag	1			
Hydrant Wrench	1			
2.5in Gated Valve	1			
Storks Connection	1			
Octopus	1			
Gated Wye	1			
Gated Wye 1.75 Male	2			
MSA Air Bottles	3			
50ft Supply Hose 5in	1			
50ft 1.75 Hose	4			
1.5 Combo Nozzle	1			
14ft Attic Ladder	2			
1,000ft 5in Supply Hose	1			
16ft Ladder	2			
24ft Ladder	1			
35ft Ladder	1			
MSA Air Regulators for Bucket	2			
Pick Axe	1			
Halogen	1			
15ft 1.75 Bucket Hose	1			
1.5in Nozzle	1			
MSA Air Pack	3			
Truck Headset	4			
Portable Radio w/ Straps	3			
Portable Radio w/ Headset	1			
Headset Spare Batteries	4			
Road Flares	3			
Medium MSA Air Mask	1			
Mini First Aid Kit	1			
ABC 10lb Extinguisher	1			
Stream light Light Box	2			
Range Finder	1			
Truck Mounted 6,000 PSI Air Bottle	1			
				\$2,000.00

City L75 Equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
Milwaukee M28 Battery	10			
Milwaukee 3 Bank Charger	1	B14A915212202		
100' 3/8 Utility Rope	1			
Husqvarna K970 Rescue Saw	1	JHVXS.0945.AB		\$2,065.00
50' 2.5" Hose (Highrise Pack)				
1.75" VIT Smooth Bore Nozzle	1	H665019		
1.75" ThunderFog Nozzle	1	F661935		\$650
Kochek 2.5" F2F Adapter	1			
Kochek 2.5" M2M Adapter	1			
Highrise Pack Hose Straps	6			
100' 1 3/4" Hose (Highrise Pack)				
1.75" VIT Smooth Bore Nozzle	1	H626213		\$650
2.5" Gated Wye	1			
Fire Decon Kit	1			
Accountability Cone w/ Base	1			
Milwaukee Hammer Drill	1	C26BD18210063		\$690
Milwaukee Work Light	1	C44A916240515		
Milwaukee Circular Saw	1	A57DD18210007 3		
Milwaukee Reciprocating Saw	1	A56CD18210008 2		
Milwaukee Tool Bag	1			
Milwaukee Dual Tower Light	1	J50A9191092948 G		
PPV Safety Kit	1			
16' Roof Ladder	3			\$1,200
24' Ext. Ladder	1			\$750
35' Ext. Ladder	1			\$1,203

10' Attic Ladder	1			\$400.00
Cribbing	17			
Step Chocks	4			
8' Pike Pole	2			
10' Pike Pole	2			
Push Broom	2			
Grain Shovel	1			
Round Point Shovel	1			
Drain Spade Shovel	1			
TNT Tool	1			
Halligan	1			
6' New York Hook	1			
CO2 Extinguisher	1			
H2O Extinguisher	1			
ABC Extinguisher	1			
Floor Dry 5 Gallon Pail	2			
Kobalt Tool Kit	1			
Hydrant Bag	1			
2.5" Gate Valve	1			
Rubber Mallet	3			
Storx Adapter	1			
Salvage Cover	1			
8' x 10' Tarp	1			
25' LDH Hydrant Hose				
1.75" FTS200 Nozzle	1	F661957		
Genesis E-Hydraulic Cutter	1	1512EF31MC		\$10,985
Genesis E-Hydraulic Spreader	1	1905CJ524		\$10,715
Genesis E-Hydraulic RAM	1	1701DS108		\$8,275
Wireless Headset Red	2			\$500
Wireless Headset Black	4			\$500
Motorola Base Radio	1			
Scott TIC	1	D68B2D831C0F		\$2,650
MultiRae 5 Gas Monitor	1	M01CA10927		\$3,500
MultiRae Charging Cradle	1			
Scott TIC Batter Charger	1			

Scott TIC Battery	2			
Fire Vulcan LED Flashlight	1	198806		
Fire Vulcan LED Flashlight	1	198807		
Elevator Keyset	1			
1.75" FTS200 Nozzle	1	F661960		
1.75" FTS200 Nozzle	1	F661959		
2.5" JTS250 Nozzle	1	J478464		\$720
50' Section 2.5" Hose	4			\$980
50' Section 1.75" Hose	10			\$2,450
Spanner Wrench	10			
Hydrant Wrench	5			
Hydrant Spanner	4			
100' Section LDH	2			\$595
Hydrofusion Lifting 10 Ton Lifting Strut	1	1798638-005		
Hydrofusion Lifting 10 Ton Lifting Strut	1	1760785-027		
Paratech Hydro Pumps	2			
Paratech 12" Extension	2			
Paratech 24" Extension	2			
Paratech 36" Extension	2			
Paratech Rescue Strut 25"-36"	2			
Paratech Rescue Strut 37"-58"	2			
Paratech Strut Bases	4			
Paratech Strut Tips	4			
Stokes Basket	1			\$585
				\$50,063.00

City Battalion 70 Equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
DJI Mavic Pro 2	1	163DF8UOO1P HFB		\$1500
DJI Mavic Pro 2 Duo Enterprise	1	298DG6BOO13 9T3		\$3000
Fly More Kits	2			\$450

Fly More Kits	2			\$450
				\$5400

City R74 Equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
Tire chuck	1			
Air Blower	1			
Blankets	2			
Quick dry pads	64			
2' cribbing 4x4	?			
Wedge cribbing	6			
18" cribbing 4x4	11			
18" cribbing 6x6	0			
2'x2' 3/4" plywood	2			
2'x2' rubber pad	1			
Wood half back board	2			
Wood full back board	2			
Plastic back board with straps	1			
Foam head blocks	1			
Air pneumatic tool kit w/ various pieces	0			
Yellow sleeve				
Rubber mallet	1			
Orange ratchet strap	1			
Yellow air hose	1			
Red air hose	1			
Black air hose	1			
12' combo extension/folding ladder	1			
12"x18" 1/4" diamond plate	1			
20"x20" airbag	1	706299		
15"x21" AIRBAG	1	706052		
24"X24" airbag	1	706248		
28"x28" airbag	1	706639		
Yellow air bottle	1	DOT-8AL2216		
Hook and chain combo	1			
Orange come-a-long	1	22OPS		
Hook & connector orange	1			

Hook	1		
(Green and tan)tote bag	1		
1' 4x4 cribbing	1		
Sawzall "torch" blades	5		
Sawzall wood blade	1		
Rectangular brackets red	2		
Brackets red	2		
Pneumatic gun	1		
Milwaukee corded sawzall	1	A66F314430932	
Wooden box	1		
Airbag controller	1		
Air regulator	1		
Air adaptor	1		
Inline relief valves(air	2		
Inline gate valves (air	2		
Air caps	3		
Small shovel	1		
Red toolbox	1		
4' manual jacks	2		
Caution tape rolls	2		
24.5lb water can	1		
20# co2 extinguisher	1		
10lb halon 1211 extinguisher	1		
20# ABC extinguisher	1		
Dewalt drill 20 volt	1	660829	
Dewalt sawzall 20 volt	1	994418	
20 volt ion batteries	2		
Box drill bit set	4		
Fire rescue sawzall blades	3 packs		
MSA airpacks	7		
4" wood shims	22		
8x 6" rubber hose	1		
36"x100' blue wrap plastic	1		
10'x25' roll of plastic	1		
8'x10' blue tarp	2		

10'x12' blue tarp	1			
16'x20' blue tarp	1			
8'x10' orange tarp	1			
6" rubber hose 45% end	1			
6'x8' blue tarp	1			
10'x20'	1			
4'x6' blue tarp	4			
1/2 roll of plastic sheeting	1			
Heavy duty stapler	1			
3/8" staples	3 boxes			
5 lb. Box of 1 5/8" screw	1			
11lbs box of 2" nails	2			
11lbs box of 1 1/4" roofing nails	1			
11lbs box of 1 5/8" screws	1			
Box of 1" self-tapping screws	1			
Box of 1 1/2" box of self-tapping screws	1			
Box of 1 5/8" self-tapping screws	1			
75' utility rope	2			
Green salvage cover	1			
Yellow ratchet straps	4			
Smoke spray	1			
Jumper cables	1			
Bungee cords	2			
3' extension cord	1			
Fire sticks (chimney fire)	6			
Bags of dry chem for chimney fire	14			
Coffee can of dry chem	1			
12" extension cord	1			
36" pry bar	1			
Box of trash bags	1			
Extension cord and yellow reel	1			
Foam bucket wrench	1			

Electric spot lights	2			
Yellow extension cord and reel	1			
Portable spot lights with stands	2			
Pool noodles for winch cable	2			
Folding chairs	2			
Wedge for cribbing	1			
12" cribbing	1			
18" door bar extension	1			
Electric fan	1			
2 gallon gas can	1			
50 to 1 premixed cans	2			
Gallon of lubricating oil	1			
Quart of chain bar oil	2			
Funnels	2			
Rit bag	1			
25' bail out rope bags	3			
100' foot utility rope	1			
Rescue strobes	6			
60 minute msa air bottle	1			
Hose regulator	1			
2 rescue regulators	2			
MSA medium mask #34	1			
4" carabineers	1			
Msa air bottles	11			
Towels	2			
Rolt tape	1			
8'x10' tarp blue	1			
Red salvage cover	1			
Green bag	1			
50' utility rope	1			
Manual hydraulic portapower	1			
Porta power with wedge	1			
Orange recovery hook	1			
25' hydraulic hose	4			

Husquvsarna 372xp chain saw	1	5896351-20		
Spare chains	3			
5 gallon bucket of dry chemical powder	1			
Saw files	2			
Set of gloves	2			
Safety goggles	1			
Step chalks for cribbing	2			
2' 4x4 cribbing	3			
18" 4x4 cribbing	2			
8" 4x4 cribbing	1			
5 gallon buckets of floor dry	3			
Cab tilt remote	1			
Portable radios with straps	0			
Portable radios	0			
Streamlight boxlites	0			
Medium gloves	1			
Xl gloves	1			
Streamlight flashlights	4			
Sets of gloves	4			
Hood sock	1			
Erg book	1			
2.5 abc fire extinguisher	0			
20' chain	1			
4' chain	1			
6' chain	2			
2' chain	1			
15' tow rope	1			
3 1/2x34' cribbing	19			
6x6 12" cribbing	5			
4x4x24" cribbing	6			
4x4x12" cribbing	1			
4x4x18" cribbing	26			
2x4x18" cribbing	10			
2x4x24"	0			
Wedges	8			
Traffic cones	7			
Rock rescue helmets	3			

Adult norebreather	1		
Pet masks	3		
Boxes of n95 masks	5		
Elevator key sets	1		
Pocket mask	1		
Adult bag masks	1		
Medical bag	1		
Command boards	1		
Hairdryers	2		
Beacon light	1		
Box of hand warmers	1		
Mini fridge	1		
Winch	1		
Cascade system	1	46589	
Biohazard waste basket			
Spare oxygen tank			
M28 Milwaukee battery chargers			\$120.00
M 28 Milwaukee battery			\$100.00
OB kit			
Peds C collars			
Adult c collars			
Pet mask kit			
Box 8210 N95 masks			
Box 1860 N95 masks			
Bottle of sanitizer			
Medium medical gloves			
Large medical gloves			
XL medical gloves			
Water rescue suits			\$2,500.00
Sensi wipes container			
Reflective vests			
Portable Motorola radiosx2		APX8000XE	\$2,500.00
Lock box with keys			
Life jackets			
Blankets			
Salvage Cover 20x20			
Sked board with rigging			

Stokes basket with rigging				\$500.00
Backboards				
Rope Rescue helmetsx6				
Harnessesx6				\$3,000.00
Bags of life safety rope 150'				
Sked tripod				\$1,800.00
Bag of pre rigged 300' safety rope				\$500.00
Carabineers				
Gibbs decender				
Double pulleys				
Spare webbing				
Prossik rope				
Tactical vests				
Tactical helmets				
Tactical medical leg bag kits				
Tactical rescue backpack				
Mechanix gloves				
Heavy duty pulley				
Husqvarna air filter				
Box of sawzall blades				
Chainsaw blade				
Can of Mixed fuel				
K12 metal blades				
K 12 multi use blades				
K12 masonry blades				
Honda EU200i generator				\$1,500.00
Husqvarna chainsaw				\$700.00
Husqvarna K12 saw				\$1,000.00
Step chocks				
18" cribbing				
1.25 gal gas can				
Milwaukee M28 battery				
Grain shovel				
Reciprocating saw				\$500.00
Circular saw				

Hammer drill				
Milwaukee M28 batteries				
Roll of caution tape				
Drain spade				
5 gallon pale floor dry				
Kobalt tool chest				
18" cribbing				
Cribbing wedges				
Medical bag				
Medical bag Stat Pack				
Aed				
Fire maul				
30" halligan				
Aluminum a-wedge				
Sav-A-Jak Irons strap				
Water Rescue rope bags 150' each x2				\$500.00
Water rescue throw ring				
50' Water rescue throw bags				
Webbing bag				
Rope glove Bag: 6XL / 5L glove sets				
Rigging bag				
Cmc rescue mpd's				
Fabric rope edge guard				
Assorted webbing				
Petzl 1d's				
Anchor strap				
XL carabineer				
Anchor rigging plates				
Single pulleys				
Double pulleys				
Gibbs decender				
Carabineers				
Assorted rope				
Banana boat				\$2,500.00
Fill Hose for Banana boat				
Paddles for Banana boat				

Little Giant ladder 17.5'				
LONG WEBBING x3				
PETZL DEVICE x2				
ANCHOR PLATES x1				
GIBBS DEVICES x2				
SINGLE PULLEYS x6				
MASKING TAPE x1				
DUCT TAPE x1				
LARGE CARIBEANERS x2				
CARIBEANERS x8				
ADJUSTABLE ANCHOR STRAP x1				
WEBBING x2				
Single pulley x1				
DOULBE PULLEY x1				
GIBBS DEVICE x1				
PETZL DEVICE x1				
CARIBEANERS x6				
300' orange rope				\$500.00
ANCHOR PLATE x 1				
PRUSIK x 1				
MPD x 1				
FALL ARRESTOR W/ CARIBEANER x1				
Edge protector x1				
150' blue rope				
ADJUSTABLE ANCHOR STRAP x1				
FALL ARRESTER x1				
Webbing x1				
ANCHOR PLATE x1				
CARIBEANERS x2				
150' blue rope				
Mpd x 1				
ADJUSTABLE ANCHOR STRAP x1				

EDGE PROTECTOR x1				
WEBBING x3				
Single pulley x1				
DOULBE PULLEY x1				
GIBBS DEVICE x1				
PETZL DEVICE x1				
CARIBEANERS x2				
150' blue rope				
L3 computer		FCC ID T10051105-D		\$2,500.00

Rural Apparatus			
Item	Serial Number	Property Number	Current Cost
2017 Ford F-550 Light Rescue Truck	1FDUF5HTXHEE6636 3	7740	\$200,000.00
2015 Toyne Pumper	4S7CU2D96FC079945	7720	\$450,000.00
1990 White/GMC 1500 Gallon Tanker	4V25ABCF5LU506788	7731	\$50,000.00
2007 Volvo 3000 Gallon Tanker	4V5KC9GF77N444858	7732	\$100,000.00
2014 2500 Chevrolet 4 Door Pickup	1GCHK23K38F209957	7751	\$15,000.00
2003 1500 Chevrolet 4 Door Pickup	3GCPKSE34BG290331	7701	\$8,000.00

Rural 7720 equipment				
Item	Quantity	Serial Number	Property Number	Replacement Cost
Extrication cutter	1	Mc439		\$9,000.00
Extrication spreader	1	1512we2083		\$9,000
Extrication ram	1	Tr1553		\$7,000
Honda Generator w/light	1	894876		\$1,500
24' duo safety ladder	1			\$718.00
Blitz fire Monitor	1	XX482-KIT		\$3,500.00
Batt fan	1	I63,12.013n/a/01 69		\$4,000.00
1st watch ice rescue suit w/helmets	4			\$2,400
Crossfire deck gun w/stacked tips	1	TFT-X544574		\$2,370

K-12 saw	1	562166	\$1,000
TFT 1.5" nozzles	4		\$4,000
Cutters Edge Chainsaw w/guard	1	20150355	\$800
TFT 2.5" nozzles	2		\$2,400
MSA air packs	4		\$16,000
MSA air bottles	9		\$9,000
Ppv fan	1	4235	\$2,500
Fire research corp lights	2	0203901 0203902	\$2,600
Sensit gas monitor	1	3108	\$520
Msa 6000 tic	1	10120606sp	\$8,400
Phillips AED	1	453 564013771	\$1,700
2.5" hose	800'		
1.75" hose	600'		
5" hose	700'		
Gated wye	1		
Spare hydraulic hoses	4		
Blue tarp	1		
Salvage tarp	1		
Throw ring	1		
Portable lighting stands	2		
Cribbing	1		
Honda GX200 engine	1	GCAHT1518885 6	
Electric reel	1		
16' roof ladder	1		
Attic ladder	1		
8' pike pole	1		
4' pike pole	1		
Iron duck backboard	1		
Spade	1		
Sheet rock claw	2		
Hydrant wrench	2		
Spanners	10		
Hydraulic hose reel	1		
Bio protection kit	4		
20 gal containment drain tarp	1		
Class B Hazmat suits	3		
Garden hose	1		
Water throw bags	2		
Life jackets	2		
Spare chain/parts	1		

Caution tape	1			
Sprinkler stopper	2			
Door caulks	5			
Ear muffs	1			
Smoke spray	1			
Octopus	1			
Low level strainer	1			
Hose clamp	1			
TFT monitor tip	1			
2.5 siamese ground monitor	1			
Fuji film camera	1	7ua13415		
V1L3 computer	1			
Portable radios	2			
Statpack med bag	1			
Merit med backpack	1			
Fire valcon flashlights	2	131998 1320225		
Streamlight flashlight bar	1			
Streamlight flashlights	6			
Lock box	1			
Motorola Base radio	1			
Setcom headsets	4			
Milwaukee sawzall	1			
K tool	1			
Windshield saw	1			
Utility rope	1			
Grain shovel	1			
Spade	1			
Tiling spade	1			
25' extension cord	1			
Broom	1			
Floor dry, 5 gal	1			
Storz adaptors	2			
Gate valve	1			
Rubber mallet	1			
TNT tool	2			
Flathead ax	1			
Pickhead ax	1			
Bolt cutter	1			
Halogen	1			
Piercing nozzle	1			
Akron stacked tips	2			
Cellar nozzle	1			
Storz reducer	1			

2.5" male to male	1			
2.5" female to female	1			
Foam inductor	1			
Dewalt drill & impact	1			
Kobalt tool kit	1			
Dewalt bit set	1			
Craftsman case with assorted tools	1			
Foam pro w/hose	1			
CO2 extinguisher	1			
ABC extinguisher	1			
2.5 gal water can	1			
Extension cord	1			
LDH short sections	2			
Class A foam	3			
Class B foam	2			
				\$88,408.00

Rural 7731 equipment		
Item	Quantity	Serial number
Hard suction hose 10 foot	2	
Johnson/ breaker bars	2	
Abc extinguisher 10lb	1	
Axe - pick head	2	
Foam inductor	1	
Rope 45'	1	
Bolt cutter	1	
Strainer 2.5"	2	
Male to male coupler 2.5"	1	
Male to male coupler 2.75"	1	
Regular coupler 2.5"	1	
Regular coupler 1.75	1	
Electric negative pressure fan	1	
19' 5" hose- woven jacket	1	
Electric cord reel 200'	1	
Extension cord 8'	1	
First aid kit	1	
Abc extinguisher 18#	1	
Onin 9.5 generator 1800 rpm	1	Jp00357682
Water discharge shoot extension 3'	1	
Leverage dump bar	1	
2.5' strainer	1	
Akron 1.75" fog nozzle 5121 style	1	

100ft 1.75" hose	1	
Akron 1.75" fog nozzle 5020 style	1	
150' 1.75 hose	1	
Tft 250-1000 gpm deck gun nozzle	1	
1.75" hose	200'	
1.75" hose	200'	
2.5" hose	550'	
6ft pike pole	1	
10ft pike pole	1	
14ft roof ladder	1	
2.5" nozzle 1727 style	2	
2.5" elkhart smoothbore	1	
1.75" tip	1	
1.5" tip	1	
1.38"tip	1	
5" spanner wrench	1	
Kocher spanner wrench	2	
S spanner wrench	1	
2.5" gated valve	1	
Rubber mallets	2	
Hydrant wrenches	2	
4.5" ldh adapter	1	
5" ldh adapter- stortz	1	
Akron spanner wrenches	4	
Portable radio	1	
Base radio	1	
Attic ladder	1	
24 ft ladder	1	

Rural 7740 Equipment		
Item	Serial Number	Replacement Cost
Vulcan box Streamlights		\$300.00
<u>FIRE COM HEADSETS X5</u>	UH-51	\$3,000.00
Shop broom		
Spade shovel		
Jumper cables		
Tow chain		
ABC extinguisher		
Pressurized water extinguisher		
CO extinguisher		
Warn Winch accessory bag		

Yellow Warn straps		
Winch operation cord		
Genesis E Force 2.0 Combo Tool		

Rural 7732 Equipment		
Item	Quantity	Serial Number
15' 5" hose	1	
Hydrant bag	2	
Hydrant wrench	2	
Spanner wrench	4	
Large spanner wrench	3	
2.5" gate valve	2	IE27
Rubber mallet	3	
Pliers	1	
2ar-afff 5 gal foam	2	
25' 5 "	1	
50' 2.5 in hose	2	
5" gated valve	1	
5" stortz con.	1	
Large spanner wrenches	2	
1500 gal drop tanks	2	
50' 1.75" hose	2	
Combo nozzle	1	
Motorola astro base radio	1	

City SCBA	
MSA SCBA PACK	E00401506408d02
MSA SCBA PACK	E00401506408575b
MSA SCBA PACK	E00401506408a043
MSA SCBA PACK	E004015064085628
MSA SCBA PACK	E0040150bd5d6d8
MSA SCBA PACK	E004015064083b41
MSA SCBA PACK	E0040150bd5da696
MSA SCBA PACK	E004015064086624
MSA SCBA PACK	E00401506408a5d7
MSA SCBA PACK	E00401503cda062c
MSA SCBA PACK	E00401503cda2e80
MSA SCBA PACK	E004015064085bff
MSA SCBA PACK	E004015064083a4c
MSA SCBA PACK	E0040150bd5dc4e4
MSA SCBA PACK	E0040150bd5dd55
MSA SCBA PACK	E004015064083c45
MSA SCBA PACK	E00401506408a9eb
MSA SCBA PACK	E004015064089800

MSA SCBA PACK	E00401506408a91d
MSA SCBA PACK	E004015064086d05
MSA SCBA PACK	E00401506408ac5f
MSA SCBA PACK	E0040150640870a6
MSA SCBA PACK	E004015064088135
MSA Air Bottle	Acu251630
MSA Air Bottle	Acu251619
MSA Air Bottle	Acu522716
MSA Air Bottle	Acu522717
MSA Air Bottle	Acu519540
MSA Air Bottle	Acu525847
MSA Air Bottle	Acu525563
MSA Air Bottle	Acu525603
MSA Air Bottle	Acu525727
MSA Air Bottle	Acu525737
MSA Air Bottle	Acu251620
MSA Air Bottle	Acu251609
MSA Air Bottle	Acu251648
MSA Air Bottle	Acu251607
MSA Air Bottle	Acu251613
MSA Air Bottle	Acu251616
MSA Air Bottle	Acu251645
MSA Air Bottle	Acu251603
MSA Air Bottle	Acu251651
MSA Air Bottle	Acu251614
MSA Air Bottle	Acu251632
MSA Air Bottle	Acu251611
MSA Air Bottle	Acu251606
MSA Air Bottle	Acu251638
MSA Air Bottle	Acu251605
MSA Air Bottle	Acu251600
MSA Air Bottle	Acu251644
MSA Air Bottle	Acu251601
MSA Air Bottle	Acu251621
MSA Air Bottle	Acu251626
MSA Air Bottle	Acu251625
MSA Air Bottle	Acu251631
MSA Air Bottle	Acu251635
MSA Air Bottle	Acu251628
MSA Air Bottle	Acu251653
MSA Air Bottle	Acu251617
MSA Air Bottle	Acu251627
MSA Air Bottle	Acu251636

MSA Air Bottle	Acu251618
MSA Air Bottle	Acu251650
MSA Air Bottle	Acu251637
MSA Air Bottle	Acu251641
MSA Air Bottle	Acu251640
MSA Air Bottle	Acu251624
MSA Air Bottle	Acu251623
MSA Air Bottle	Acu251602
MSA Air Bottle	Acu251647
MSA Air Bottle	Acu251639

Rural SCBA	
MSA SCBA PACK	E00401506408a706
MSA SCBA PACK	E004015064083c48
MSA SCBA PACK	E0040150640862c8
MSA SCBA PACK	E00401506408a69b
MSA SCBA PACK	E00401506408ad89
MSA SCBA PACK	E00401506408a7ac
MSA SCBA PACK	E00401503cd9fbf2
MSA Air Bottle	Acu251615
MSA Air Bottle	Acu251604
MSA Air Bottle	Acu251654
MSA Air Bottle	Acu251652
MSA Air Bottle	Acu251622
MSA Air Bottle	Acu251646
MSA Air Bottle	Acu251634
MSA Air Bottle	Acu251608
MSA Air Bottle	Acu251642
MSA Air Bottle	Acu251610
MSA Air Bottle	Acu251629
MSA Air Bottle	Acu251612

City radios	
Msa scba pack	E00401506408a706
Msa scba pack	E004015064083c48
Msa scba pack	E0040150640862c8
Msa scba pack	E00401506408a69b
Msa scba pack	E00401506408ad89
Msa scba pack	E00401506408a7ac
Msa scba pack	E00401503cd9fbf2
Msa air bottle	Acu251615
Msa air bottle	Acu251604

Msa air bottle	Acu251654
Msa air bottle	Acu251652
Msa air bottle	Acu251622
Msa air bottle	Acu251646
Msa air bottle	Acu251634
Msa air bottle	Acu251608
Msa air bottle	Acu251642
Msa air bottle	Acu251610
Msa air bottle	Acu251629
Msa air bottle	Acu251612

Rural Radios				
Radio Brand	Radio Model	Radio Serial #	BATTERY MODEL	BATTERY SERIAL #
Motorola	XTS 5000R	320CJR6177	Motorola IMPRES	500001F960F2
Motorola	XTS 5000R	320CNB0837	Motorola IMPRES	5000022B116B
Motorola	XTS 5000R	320CNV1713	Motorola IMPRES	50000092EF57
Motorola	XTS 5000R	320CHF0656	Motorola IMPRES	500002286C0B
Motorola	XTS 5000R	320CJRG178	Motorola IMPRES	500000938F40
Motorola	XTS 5000R	320CHF0654	Motorola IMPRES	5000016BE2FB
Motorola	XTS 5000R	320CFH3183	Motorola IMPRES	5000021DD5B6

City PPE				
Assigned	Serial Number Jacket	Manufacturer/Date	Serial Number Pants	Manufacturer/Date
Porter	1707003346	Morning Pride 2017	1707003347	Morning Pride 2017
Roth	1805012210	Morning Pride 2018	1805012222	Morning Pride 2018
Schmid	1805012218	Morning Pride 2018	1805012230	Morning Pride 2018
Berge	1805012209	Morning Pride 2018	1805012221	Morning Pride 2018
Miller	1809005829	Morning Pride 2018	1809005833	Morning Pride 2018
Rix	1809005828	Morning Pride 2018	1809005832	Morning Pride 2018
Jorgenson	1809005826	Morning Pride 2018	1809005830	Morning Pride 2018
Herbst	1809005827	Morning Pride 2018	1809005831	Morning Pride 2018
Sapp	1805012215	Morning Pride 2018	1805012227	Morning pride 2018
Nesvold	1805012216	Morning Pride 2018	1805012228	Morning Pride 2018
Carriveau	1805012212	Morning Pride 2018	1805012224	Morning Pride 2018
Fuller	1805012219	Morning Pride 2018	1805012231	Morning Pride 2018
Ragan	1805012211	Morning Pride 2018	1805012223	Morning Pride 2018
Clark	1805012220	Morning Pride 2018	1805012232	Morning Pride 2018
Lanz	1902004266	Morning Pride 2019	1902004276	Morning Pride 2019
Sylstad	1902004263	Morning Pride 2019	1902004273	Morning Pride 2019

Banister	1902004261	Morning Pride 2019	1902004271	Morning Pride 2019
Frost	1902004264	Morning Pride 2019	1902004274	Morning Pride 2019
Neeb	1902004258	Morning Pride 2019	1902004268	Morning Pride 2019
S. Johnson	1902004260	Morning Pride 2019	190200470	Morning Pride 2019
Hawley	1902004265	Morning Pride 2019	1902004275	Morning Pride 2019
Baron	1902004267	Morning Pride 2019	1902004277	Morning Pride 2019
Nirschl	1902004259	Morning Pride 2019	1902004269	Morning Pride 2019
Brieland	1902004262	Morning Pride 2019	1902004272	Morning Pride 2019
Krumwiede	1805012214	Morning Pride 2018	1805012226	Morning Pride 2018
J. Johnson	1805012217	Morning Pride 2018	1805012229	Morning Pride 2018
Hall	1805012213	Morning Pride 2018	1805012225	Morning Pride 2018

Rural PPE				
Assigned	Serial Number Jacket	Manufacturer/ Date	Serial Number Pants	Manufacturer/ Date
Koenig	4940851	Janesville 2010	5069031	Globe 2007
Koenig	4940851	Janesville 2010	5069031	Globe 2007
Dunham	5405275	Globe 2017	5405276	Globe 2010
Swanepoel	5269742	Globe 2017	5269751	Globe 2010
Nepstad	4981136	Globe 2015	1212002197	Globe 2013
Stanger	6585141	Janesville 2014	4981137	Globe 2015
Withnell	4979708	Globe 2015	4979710	Globe 2015
Kopischke	5069025	Globe 2016	5069032	Globe 2016
Sprecher	5069027	Globe 2016	5069030	Globe 2016
Dykema	5069023	Globe 2016	5069033	Globe 2016
Bucholz	5269740	Globe 2017	5269749	Globe 2017
Allickson	5269739	Globe 2017	5069029	Globe 2017
Gaugler	5269735	Globe 2017	5269752	Globe 2017
T. OLSON	5269744	Globe 2017	5269744	Globe 2017
McClellan	5269743	Globe 2017	5269753	Globe 2017
Dominguez	5269738	Globe 2017	5269748	Globe 2017
Joregensen	5269736	Globe 2017	5269745	Globe 2017
Obach	3513022	Janesville 2008	3513352	Janesville 2008
Babb	3513002	Janesville 2014	3513372	Janesville 2008
Zavadil	7001804527	Viking 2017	3406063	Janesville 2010
Griesbach	4939602	Janesville 2010	3342872	Janesville 2010
Underhill	4939612	Janesville 2010	4942192	Janesville 2010
Benson	4939582	Morning Pride 2013	4942172	Janesville 2010
Temp	4939672	Janesville 2010	4942252	Janesville 2010
Ventin	4939592	Janesville 2010	6586642	Janesville 2010
Rhodes	4939652	Janesville 2010	3406064	Janesville 2010
Troy	4939662	Janesville 2010	5269747	Janesville 2010

Rose	2782392	Janesville 2008	4979709	Janesville 2014
Baron *Rural	6585152	Janesville 2014	6586652	Janesville 2014
Markel	5269741	Globe 2007	6586692	Janesville 2014
Morlan	8650911	Lion 2017	8703352	Lion 2017
Wavra	3339852	Janesville 2008	1212002199	Morning Pride 2013
Porter	1707003346	Morning Pride 2017	1707003347	Morning Pride 2017
McCann	4979707	Globe 2015	7001803121	Viking 2017
Christensen *rural	4939632		4942222	
Oberg	2782372		2785322	
SPARE JACKETS	J0006585172	SPARE PANTS	J0004942132	
	J0003513012		MP1212002198	
	J0004939572		J0006586682	
	G5069026		J0004942182	
	J0006585161		J0004942142	
	J0006585202		J0003513362	
	J0004939642		G5069034	
	M1212002194		J0002785332	
	G5069024		J0006586632	
	J0006585182		J0004942242	
	G3406054		G3406062	
	J0004940842		J0004942122	
	J0003756591		G5269750	
	J0003513001		J0003342912	
	J0003339841		J0003513382	
	M1212002195		G3406060	
	G5069028		J0006586702	
	J0004939561		J0004942152	
	J0006585191		J0003758892	
			J0003513392	

City Office				
Item	Serial Number	Property Number	Replacement Cost	Location
NFPA Journal Set				Station 76 - North
L - Shaped Desk Bush (Battalion Office)				Station 75 - South
3 - Drawer File Cabinet (Battalion Office)				Station 75 - South

5 -Drawer Metal File Cabinet - Batt Office				Station 75 - South
8 Leather monogrammed Chairs				Station 75 - South
1-8 Foot Meeting Room Table				Station 75 - South
1-6 Foot Table - Radio Room				Station 75 - South
6 - Plastic Chairs				Station 75 - South
4 - Office Guest Chairs (BC & Captain)				Station 75 - South
L - Shaped Desk - Used (Captains)				Station 75 - South
1 - File Cabinet -Used (Captains)				Station 75 - South
1 - Desk - Used (Study)				Station 75 - South
1 Leather monogramed couch (Chief)				Station 76 - North

Rural Office				
Item	Serial Number	Property Number	Replacement Cost	Location
Tables (19)				Station 76 - North
Chairs (50)				Station 76 - North
Vizio 72" TV (2)				Station 76 - North
Leather Brown Couch				Station 76 - North
Leather Brown love seat				Station 76 - North
FD metal signage(wall art)				Station 76 - North
Lexmark Copy Machine	7562029401 3R5			Station 76 - North
Maylin L-shaped Desks (3)			849 each	Station 76 - North
U-shape desk (Dan)				Station 76 - North
Metal file cabinets 4 Drawer (4)			330 each	Station 76 - North

Horizontal 2-drawer fire cabinet (tina)			1500	Station 76 - North
Metal Fire File cabinet 4 drawer			1400 each	Station 76 - North
Wall mount cabinets 2 door (2)				Station 76 - North
Maylin L-shaped Desks wcounter (tina)				Station 76 - North
Maylin horizontal 2 drawer cab. (tina) -2				Station 76 - North
Maylin 2 door cabinet (tina)				Station 76 - North
Maylin Closet and Drawer (tina)				Station 76 - North
Lockers-3 door (M/L restrooms) -2				Station 76 - North
Office desk Phones - 8				Station 76 - North
BarcaLounge Leather Exec Chair(Travis)			626	Station 76 - North

City App Bays					
Item	Serial Number	Model Number	Replacement Cost	Location	Owner
Generac Generator	2108601	125107403C0		Station 75 - South	City of West Fargo Fire Department
Unimac Washing Machine	1902031766	UCT060NNOF XU40BOO	12,000	Station 75 - South	City of West Fargo Fire Department
Motorola Base Radio				Station 75 - South	City of West Fargo Fire Department
Samsung TV 32"	BZOF34CK B06799H	UN43NU6950 FXZA		Station 75 - South	City of West Fargo Fire Department
Samsung TV 32"	BZCF34CK B08867V	UN43NU6950 FXZA		Station 75 - South	City of West Fargo Fire Department
Toshiba TV 50"	D33248T47 990L1	50L1350U		Station 75 - South	City of West Fargo Fire Department
			12000		

Rural App Bays					
Item	Serial Number	Model Number	Replacement Cost	Location	Owner

Mako Fill Station	MAKO - BAMO6H			Station 76 - North	West Fargo Rural Fire Department
Mako Compressor	MAKO - SCFS2-2			Station 76 - North	West Fargo Rural Fire Department
Kohler Generator	2061208	80RZG		Station 76 - North	West Fargo Rural Fire Department
Unimac Washing Machine	1902031767	UCT060NNO FXU40BOO	12,000	Station 76 - North	West Fargo Rural Fire Department
Fridgidaire Refrigerator	BA71914361		770	Station 76 - North	West Fargo Rural Fire Department
Panasonic TV 32"	MU01891008		250	Station 76 - North	West Fargo Rural Fire Department
Panasonic TV 32"	MU01740230		250	Station 76 - North	West Fargo Rural Fire Department
Motorola Base Radio				Station 76 - North	West Fargo Rural Fire Department
Manitowoc Ice Machine	951120688		3838	Station 76 - North	West Fargo Rural Fire Department

City Fitness					
Item	Serial Number	Property Number	Replacement Cost	Location	Owner
Stairmaster	150005DAY12130137		\$7695.00	Station 75	City of West Fargo Fire & Rescue
Matrix Treadmill	FTM501C110606511		\$3000 (Refurbished)	Station 75	City of West Fargo Fire & Rescue
Concept 2 Rower Model E	0808110-IE4-410048983		\$1,100.00	Station 75	City of West Fargo Fire & Rescue
Assault Airbike	A1612BB7920		\$700.00	Station 75	City of West Fargo Fire & Rescue
Octane Elliptical	F1104AP02003-02		\$4,099.00	Station 75	City of West Fargo Fire & Rescue
Hoist H100 Weight Machine	03H-04579		\$3,000.00	Station 75	City of West Fargo Fire & Rescue
PRX Squat Rack			\$1,100.00	Station 75	City of West Fargo Fire & Rescue
Rogue AB-2 Bench			\$800.00	Station 75	City of West Fargo Fire & Rescue
2.5lb Plate		2		Station 75	City of West Fargo Fire & Rescue
5lb Plate		10		Station 75	City of West Fargo Fire & Rescue

10lb Plate	8			Station 75	City of West Fargo Fire & Rescue
25lb Plate	4			Station 75	City of West Fargo Fire & Rescue
45lb Plate	6			Station 75	City of West Fargo Fire & Rescue
5lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
10lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
15lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
20lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
25lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
30lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
35lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
40lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
45lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
50lb Dumbbell	2			Station 75	City of West Fargo Fire & Rescue
Inspire Dumbbell Rack	4-17-09- 20000S			Station 75	City of West Fargo Fire & Rescue
25lb Rubber Plate	2			Station 75	City of West Fargo Fire & Rescue
35lb Rubber Place	2			Station 75	City of West Fargo Fire & Rescue
45lb Rubber Plate	2			Station 75	City of West Fargo Fire & Rescue
Vizio TV				Station 75	City of West Fargo Fire & Rescue
Monster Radio				Station 75	City of West Fargo Fire & Rescue
PRX Dip Station				Station 75	City of West Fargo Fire & Rescue
TRX	BBCZSS10			Station 75	City of West Fargo Fire & Rescue
Power System Battle Rope	1			Station 75	City of West Fargo Fire & Rescue

6.5ft Weight Bars	3		Station 75	City of West Fargo Fire & Rescue
EZ Curl Bar	1		Station 75	City of West Fargo Fire & Rescue
York Weight Tree	1		Station 75	City of West Fargo Fire & Rescue

Rural Fitness				
Item	Serial Number	Property Number	Replacement Cost	Location
Stairmaster	0500035DAY13440231		\$7,695.00	Station 76
Quantum Treadmill	5051806		\$600.00	Station 76
Matrix Treadmill	FTM501C110505694		\$5,500.00	Station 76
Octane Lateral Elliptical	F1207EZ00135-01		\$7,700.00	Station 76
Octane Elliptical	F1104AP02006-02		\$4,600.00	Station 76
Precor Recumbent Bike	DMJ28P0017		\$1,000.00	Station 76
Paramount MP Weight Machine	1006022		\$8,000.00	Station 76
Tuffstuff Smith Machine	LX TSM Series 030900		\$730.00	Station 76
Paramount Smith Machine	PFW-77A0406004		\$2,895.00	Station 76
Magnum Full Squat Rack	135460		\$2,100.00	Station 76
Apex Pullup-dip Station			\$140.00	Station 76
Paramount Flat Bench			\$1,000.00	Station 76
Freemotion Flat Bench	CC131E28018		\$1,200.00	Station 76
Freemotion Incline Bench	C221E02611		\$1,200.00	Station 76
Freemotion Decline Bench	GG521E0143661		\$1,200.00	Station 76
Precor Elliptical	X8C04R0053		\$7,600.00	Station 76
Tuffstuff Adj Bench			\$400.00	Station 76

Magnum Adj Bench	131417		\$400.00	Station 76
Leg Press			\$1,200.00	Station 76
TRX	BBCZ6092		\$150.00	Station 76
60 lb. punching bag(white) Tuffwear				Station 76
Battle Rope				Station 76
(2) Weight vests-Golds Gym				Station 76
1 set of misc. Exercise Bands				Station 76
(4) Jump Ropes				Station 76
(2) Medicine Balls 10# & 20#				Station 76
(1) set misc. Weight Machine attachments				Station 76
(1) set misc. Weight Lifting Accessories-Belt, gloves				Station 76
(2) Gym Matts				Station 76
60" Wall Mount TV				Station 76
Aiwa Radio				Station 76
(2) DVD Players-Sony, GPX				Station 76
Weight Scale				Station 76
(2) Curl Bars				Station 76
(4) 45 degree straight weight bars 6'6"				Station 76
(4) 100" Weight Plates				Station 76
(14) 45' Weight Plates				Station 76
(6) 35" Weight Plates				Station 76
(2) 25" Weight Plates				Station 76
(6) 10" Weight Plates				Station 76

(12) 5" Weight Plates				Station 76
(4) 2.5 Weight Plates				Station 76
(2) 5" Dumbbell				Station 76
(2) 8" Dumbbell				Station 76
(3) 10" Dumbbell				Station 76
(2) 15" Dumbbell				Station 76
(2) 20" Dumbbell				Station 76
(2) 25" Dumbbell				Station 76
(2) 30" Dumbbell				Station 76
(2) 35" Dumbbell				Station 76
(2) 40" Dumbbell				Station 76
(2) 45" Dumbbell				Station 76
(2) 50" Dumbbell				Station 76
(2) 55" Dumbbell				Station 76
(2) 60" Dumbbell				Station 76
Dumbbell Rack				Station 76
(2) Spare Freemotion bench pads				Station 76
5" Kettlebell				Station 76
10" Kettlebell				Station 76
15" Kettlebell				Station 76
1 Dorm GE Fridge				Station 76
2 workout sandbag				Station 76
City Kitchen				

Item	Serial Number	Property Number	Replacement Cost	Location
Oak 8 Person Dining Table				Station 75 South
8 Custom Dining Chairs	DreamSeat			Station 75 South
6 Custom Recliners	DreamSeat			Station 75 South
4 Custom Barstools	DreamSeat			Station 75 South
Whirlpool Range Hood	XH81173192		600	Station 75 South
Whirlpool Gas Range	D82014423		900	Station 75 South
Whirlpool Fridge	K80817757		2200	Station 75 South
Whirlpool Fridge	K80424739		2200	Station 75 South
Whirlpool Double Oven	D82008506		2050	Station 75 South
Whirlpool Dishwasher	F82166902		800	Station 75 South

Rural Kitchen				
Item	Serial Number	Property Number	Replacement Cost	Location
Gibson Refrigerator	LA8221095 3		770	Station 76 - North
Maytag Stove	134326681 WF			Station 76 - North
Bunn Coffee Maker	UPR089502 3		210	Station 76 - North
Service for 100-knives, forks, spoons, Steak Knives				Station 76 - North
Sm, Md, & Lg Tongs	12			Station 76 - North
Rubber Spatulas	4			Station 76 - North
Plastic Spatulas	3			Station 76 - North
Metal Spatulas	2			Station 76 - North
Metal Serving Utensils	14			Station 76 - North
Chief Knives	12			Station 76 - North

Elec. Appliance-can opener, knife, roaster, crock pot, toaster, 3 griddles, pizza oven	7		300	Station 76 - North
Metal Kitchen tools				Station 76 - North
Cookware (commercial)	7 pans & lids			Station 76 - North
Coffee cups, measuring cups	25 @\$5		125	Station 76 - North
cutting boards, cookie sheets	15 @\$12 each		180	Station 76 - North
Metal serving bowls, Tupperware	10 @\$6		60	Station 76 - North
Water cooler & hand slicer			50	Station 76 - North

City Miscellaneous				
Item	Serial Number	Property Number	Replacement Cost	Location
Dri-fit shirts	34	\$8/each	272	South Closet
Cotton Shirts	40	\$8/each	320	South Closet
Sweat Shirt/Pants	5	\$15/each	75	South Closet
Beanies/Caps	37	\$20/Each	740	South Closet
NDFA vigil computer, battery pack & case				South Closet
VIP Stoneware Coffee Mugs		\$36/15		

Public Education				
Item	Serial Number	Property Number	Replacement Cost	Location
Pub Ed Closet				
Sparkey Robot, charger and remote				Station76 North
Public Ed. Helmets	1000			Station76 North
Fire Department back Drops	3			Station76 North
Vertical Plastic Stands	4			Station76 North

3-sided Table Display Stand	1		\$50	Station76 North
Public Education Merchandise	Invoice Enclosed		\$6,000	Station76 North
Fire Department Table Cloth/runner	1		\$500	Station76 North
Firefighter Picture Cutout for kids	1		\$250	Station76 North
Educational DVD's	30@\$20 each		\$600	Station76 North
Fire Proof Briefcase Safe	1			Station76 North
			\$7400	

EXHIBIT C – “WARRANTY DEEDS”

DRAFT



1333570

Page: 1 of 3
10/4/2011 8:00 AM
WD \$16.00

OHNSTAD TWICHELL

WARRANTY DEED

THIS INDENTURE, made this 25 day of September, 2011, between the City of West Fargo, a municipal corporation under the laws of the State of North Dakota, GRANTOR, and the West Fargo Fire Department, a non-profit corporation under the laws of the State of North Dakota, GRANTEE, whose post office address is 108 First Street, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said GRANTEE, all of the following real property lying and being in the County of Cass and State of North Dakota, and described as follows, to-wit:

Lots 6 through 8, Block 7, Sukut Estates Subdivision to the City of West Fargo, Cass County, North Dakota.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in any way appertaining, to the said GRANTEE, its successors and assigns, **FOREVER**. And the said GRANTOR, for itself and its successors, does covenant with the said GRANTEE, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid; and that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above bargained and granted lands and premises, in the quiet and peaceable possession of the said GRANTEE, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the GRANTOR will **WARRANT** and **DEFEND**.

02-2100-01015-000



1333570

Page: 3 of 3
10/4/2011 8:00 AM
WD \$16.00

OHNSTAD TWICHELL

The legal description contained in this instrument was obtained from a previously recorded instrument. This document was drafted by:

Brian D. Neugebauer
OHNSTAD TWICHELL, P.C.
901 - 13th Avenue East
P.O. Box 458
West Fargo, ND 58078
PHONE: 701-282-3249

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
4 October 2011
Taxes and Special Assessments paid and transfer entered.
Michael M. ... AUDITOR
... DEPUTY



RECORDER'S OFFICE, CASS COUNTY, ND 10/4/2011 8:00 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

by *Teresa A. Kirby, Dep.* 1333570





1291983

Page: 1 of 3
4/15/2010 9:05 AM
WD \$16.00

WEST FARGO FIRE DEPARTMENT

WARRANTY DEED

THIS INDENTURE, made this 5¹⁵ day of April, 2010, between the City of West Fargo, a municipal corporation under the laws of the State of North Dakota, GRANTOR, and the West Fargo Fire Department, a non-profit corporation under the laws of the State of North Dakota, GRANTEE, whose post office address is 108 First Street, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said GRANTEE, all of the following real property lying and being in the County of Cass and State of North Dakota, and described as follows, to-wit:

Lot 1, Block 1, Eagle Run Plaza Fourth Addition to the City of West Fargo, Cass County, North Dakota.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in any way appertaining, to the said GRANTEE, its successors and assigns, **FOREVER**. And the said GRANTOR, for itself and its successors, does covenant with the said GRANTEE, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid; and that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above bargained and granted lands and premises, in the quiet and peaceable possession of the said GRANTEE, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the GRANTOR will **WARRANT and DEFEND**.

02-0213-00010-000

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
April 15 20 10
Taxes and Special Assessments paid
and transfer entered.
Michael Montplaisir AUDITOR
CS DEPUTY





1291983

Page: 3 of 3
4/15/2010 9:05 AM
WD \$16.00

WEST FARGO FIRE DEPARTMENT

RECORDER'S OFFICE, CASS COUNTY, ND 4/15/2010 9:05 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

by *Teressa A. Kirley, Dep* 1291983



EXHIBIT D – “STRATEGIC PLAN 2019-2013”

DRAFT



STRATEGIC PLAN

2019-2023



West Fargo Fire & Rescue

106 1st St
West Fargo, ND 58079

(701) 433-3380



Table of Contents

Executive Summary	4
Community and Organizational Background	5
Organizational Structure	7
Process and Acknowledgements	8
Internal Stakeholder Group Findings	9
Current Operating Environment	10
Forecast of Internal/External Influences	13
S.W.O.C. Analysis	19
Critical Issues and Service Gaps	22
Strategic Goals	
Goal 1 Standardized Staffing Levels	23
Goal 2 Balancing Paid on Call Staffing	24
Goal 3 Alternative Training Methods	25
Goal 4 Community Involvement	26
Goal 5 Staffing Master Plan 2019-2029	27
Goal 6 Long Range Facility Master Plan 2019-2029	31
Goal 7 Pre-Fire Planning at Target Hazards	33
Goal 8 Exhaust Removal / Ventilation Systems	34
Goal 9 Center for Public Safety Excellence Accreditation	35
Goal 10 Adopt and Implement IAFC Lavender Ribbon Report	37
Goal 11 Apparatus Replacement Cycles	38
Goal 12 Fire Department Training Center	39
Goal 13 Recruit and Retain Program	42
Goal 14 Low-Acuity Medical Calls and False Fire Alarms	43
Achieving Success	44

Executive Summary

Beginning in March of 2018, members of the department embarked on a yearlong process to craft a Strategic Plan to guide the growth of the organization through the year 2023. This would be the second Strategic Plan in the history of the department, with the first being written in 2016 and completed in 2018. The overarching theme of the first plan was to catch up with the growth of the city in terms of services provided to the community. It allowed the department to get to a baseline of services, where alarms were being answered in an expedient manner, and call volume was being managed so the expectation of volunteer firefighters was balanced with what could be accomplished.

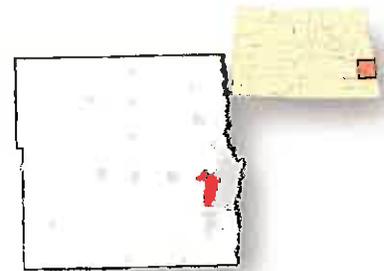
Since the 2016 Strategic Plan was written, several factors have combined to give both the city and the department a clear view of the future. The City of West Fargo officially adopted the West Fargo 2.0 Comprehensive Plan, which includes future growth, redevelopment concepts, and a vision of the city. These new sources of information allowed the department to construct a realistic vision of the future operating environment, and in turn, the ability to craft solutions to meet the new and future demands of the city into the year 2023 and beyond.

Utilizing these new sources of information, an initial meeting was held with internal stakeholders to review the department history, current operating environment, and a reaffirmation of the department mission statement and values. A second meeting, to analyze the Strengths, Weaknesses, Opportunities, and Challenges (SWOC) of the department overall as well as specific aspects such as personnel, training, apparatus, equipment and building and grounds. Both the internal and external environmental factors were identified and taken into consideration. Using the information of these analyses, a list of goals and timelines were crafted.

While the concepts and changes contained in this document were based on information from 2018, it is vitally important to note that internal and external influences can and often do change. The leadership of the department should review this document annually to reflect current information that can alter or change the goals set back in 2018.

Community and Organizational Background

The City of West Fargo North Dakota was officially incorporated as the Village of Southwest Fargo in 1925. The village was on the site of the Haggard Homestead, established in 1872, just as the railroad reached Moorhead, MN and settlers began to farm the area. As a large meat packing plant opened in 1919, the Union Stockyards (later known as the West Fargo Stockyards) opened and the village began to grow.



In 1970, a project to divert the Sheyenne River around the city was authorized, but not funded. This project officially started in 1990, and would contribute to the substantial growth that has occurred in West Fargo. The Horace and West Fargo Diversion allows for the river to run around both cities during times of high water, which was an almost annual event that caused extensive damage to homes and business in areas of the city and surrounding rural areas. The project was completed in 1992 and the City of West Fargo has not suffered a major flood damage since.

The city is considered a core city of the Fargo-Moorhead Metropolitan Statistical Area (MSA) with a city population of 37,824 (2018) and a combined MSA population of 233,836. West Fargo has been one of the fastest growing cities in North Dakota for the past decade, and the trends contributing to the city's growth show no sign of subsiding. A new citywide Comprehensive Plan, released in 2018, shows not only several areas for core re-development but a large tract of land that would eventually be annexed and built upon as several new developments and neighborhoods of West Fargo. These additional areas would push the city from 14.4 square miles to 29 square miles.



A small group of volunteers unofficially began the department in 1940. The first truck was a 1936 Ford Pumper and a wood garage was donated for the department, on the current site of the Central Fire Station. The Southwest Fargo Fire Department was officially incorporated on September 14th, 1950 by five community members; A.B. Johnson, M.E. Pederson, Oris Morken, Wayne Ostlund, and Walter A. Ruff. By 1961, the department was adding additional stalls to the station.

In 1950, a new concrete block station was built and additional trucks were purchased. By 1967, the department began to use phone services to alert members of the department of pending emergencies. In 1973, the department added onto the station and hired the first full-time employees; a Chief and Fire Inspector. Another addition to the Central Station was added in 1979, and another in 1999. An additional inspector was added in 2003 and another in 2015.

In 2011, construction was completed on the Southside Fire Station, located south of Interstate 94. This station was brought online to shorten response times in the southern part of the city, which has grown over the previous six years. Today this part of the city represents almost all new growth and sixty percent of the population, however due to the limitations of the current city limits which are bound by Fargo to the east and the diversion protection to the west, this area will be built out and growth will cease until new areas are annexed and developed. In 2013, the department took steps towards the purchase of a tower ladder, an important piece of equipment which was lacking in years prior.

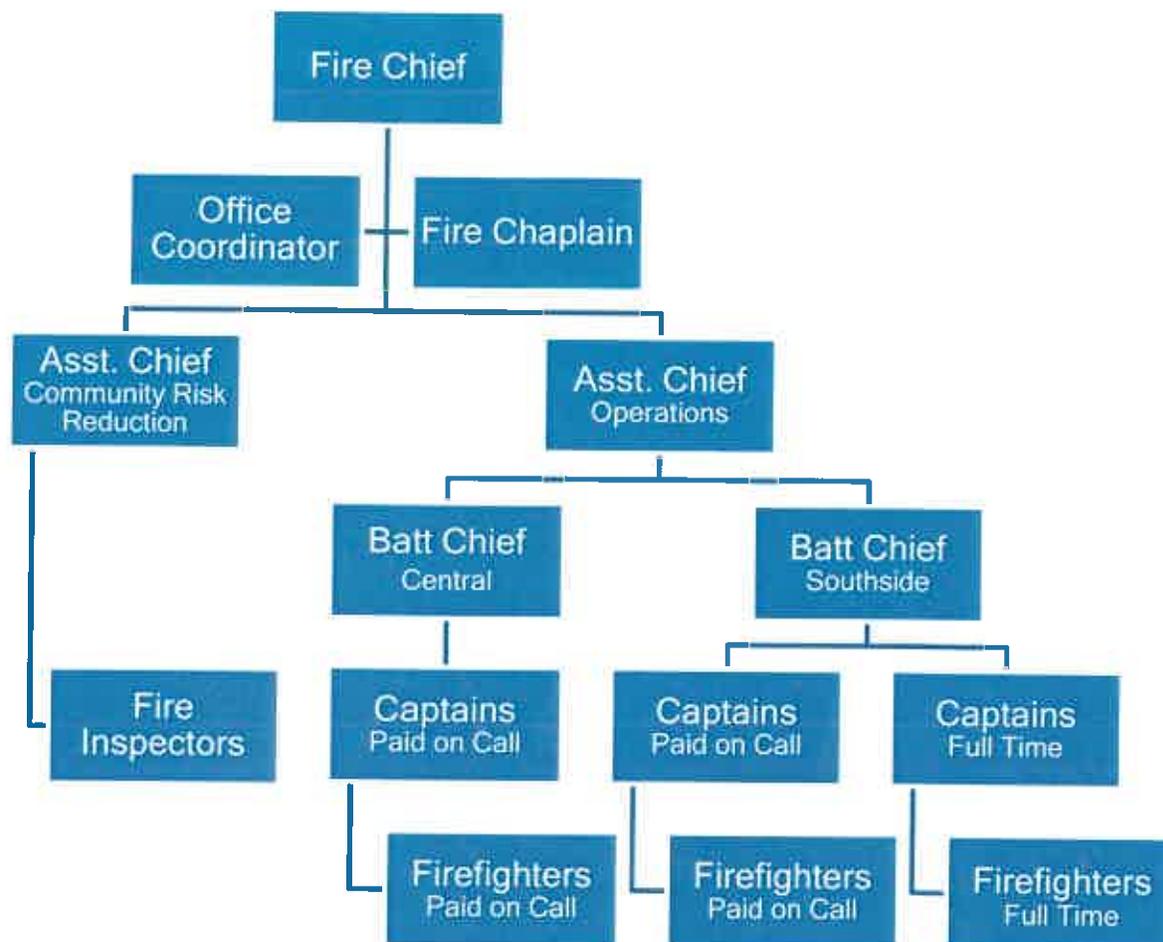


In 2018, the department added ten new full-time positions; an office coordinator, a Battalion Chief, two Captains, and six Firefighter/EMTs. These new positions allowed the manning of the Southside Fire Station from 7:00 a.m. until 9:00 p.m. During hours were on duty firefighters were not in the station, volunteers continued to respond to calls as first due. The volunteer force also expanded with a new Battalion Chief, and two new groups of one Captain and six firefighters each. The total force was 58 personnel. Firefighters began responding to emergency medical services (EMS) calls and a new EMS rescue was placed in service.



At the beginning of 2019, all volunteer firefighters became employees of the department and the city, earning pay for hours spent on call, respond to calls, and training. Additional staff was hired, including a Fire Chaplain, to bring the authorized strength of the organization to 63 total members. Two new pieces of apparatus were ordered; a ladder truck for the Southside Fire Station and an Engine for the Central Fire Station. Both were leased rather than purchased and will be the frontline apparatus from each station.

Organizational Structure



Process and Acknowledgements

The process for creating this document spanned several months and involved almost every member of the department and several key members of the city staff. The process began with the initial meeting of internal stakeholders. In this meeting, the mission and values of the department were reviewed and reaffirmed as being consistent with the future of the department. This group was presented with research regarding the history of the department, the goals completed in the 2016 Strategic Plan, performance data on the last three years of the department, and lastly, external influences on the department. The group completed an analysis of the strengths, weaknesses, opportunities, and challenges (SWOC) this research presented to the future of the department.

The results of the SWOC analysis were used in crafting the list of goals, objectives and critical tasks for the next five years. This list was compiled by the senior command staff, then discussed and reviewed by the entire command staff of the department. Lastly, the list was given to the entire department for review and comment.



Internal Stakeholder Group Findings

<i>West Fargo Fire Internal Stakeholder Group</i>				
<i>Daniel Fuller</i> Fire Chief	<i>Thomas Clark</i> Asst. Chief	<i>Kendel Frost</i> Battalion Chief	<i>Steve Baron</i> Battalion Chief	<i>Perry McClellan</i> Captain
<i>Jake Dykema</i> Captain	<i>Jason Carriveau</i> Captain	<i>Bryce Allickson</i> Captain	<i>Brian Christensen</i> Safety Officer	<i>Travis Olson</i> Inspector
<i>Mike O'Berg</i> Chaplain	<i>Levi Nesvold</i> Captain	<i>Joe Johnson</i> <i>Firefighter</i>	<i>Mike Sylstad</i> <i>Firefighter</i>	<i>Morgan Ventin</i> <i>Firefighter</i>
<i>Andrew Dotas</i> <i>Firefighter</i>	<i>Spencer Roth</i> <i>Firefighter</i>	<i>Scott Johnson</i> <i>Firefighter</i>	<i>Nick Withnell</i> <i>Firefighter</i>	<i>Joe Tintes</i> <i>Firefighter</i>

The internal stakeholder group was tasked with reviewing the mission statement and supporting core values of the department for applicable to the future operations of the department.

After a brief discussion of the mission statement, the group felt that the current statement was acceptable and in line with the future operations of the department.

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

The core values were found to be descriptive of the organizational values moving towards the future.

Commitment

Is the focusing of efforts, the dedication of service towards an objective or ideal. For the department, it means the commitment to the people we serve in the community and to each other.

Community Service

The focus of this department is to serve the community. We, as a department, make the pledge to respond when a member or visitor of our great city is in trouble. No matter what.

Integrity

Doing what is morally and ethically right, always, even when no one is looking. The public holds a great deal of trust in our department and rightfully so. They depend on us to be having our best day when they are having their worst.

Professionalism

In maintaining a high level of professionalism, we are able to provide an excellent service to the community in the safest manner possible while maintaining fiscal stewardship for the taxpayers.

Current Operating Environment

The current operating environment is the result of the 2016 Strategic Plan and the department is making strides to meet the current demands of the city. The intent of this section is to chronicle the 2018 department as a baseline when future goals and objectives are recorded and pursued for changes.

Personnel

As of January 2019, the department is authorized for 63 employees; 18 full time and 45 paid-on-call employees. Command Staff includes the Fire Chief, Fire Marshal, Asst. Chief, and Battalion Chiefs.

The Fire Chief handles executive and administrative duties for the department which includes budgeting, finance, planning, monitoring performance data, writing policy and procedures, emergency management, and communications. In addition, the Fire Chief supports department operations by participating on several boards and groups, such as the Local Emergency Planning Committee, Fire/EMS Operations for Red River Regional Dispatch, HeartSmart and Cardiac Ready Community, Sanford Paramedic Education Board of Directors, Fargo-Moorhead Metropolitan Council of Government (MetroCog) projects, and the North Dakota Fire Chief's Association.

The Fire Marshal supervises the Community Risk Reduction Division (CRR) which includes two fire inspectors. Together, the CRR staff conduct all code enforcement, building plans reviews, public education, and permitting of the city. The Fire Marshal handles all plans reviews, in addition to semi-annual inspections of large commercial occupancies. Beyond the daily duties, the Fire Marshal supports CRR activities by participating in several groups and boards such as the Workforce Safety Inspections (WSI) safety committee for the City of West Fargo, the Cass-Clay Unified School Response group, Senior Fire Safety, Workplace Fire Safety, and Crime Free Housing groups.

The Battalion Chief assigned to Southside works with the Battalion Chief assigned to Central and the Assistant Chief (both paid on call) to manage operations for the department. During daytime hours, Monday through Friday, the Battalion Chief works office hours and responds to calls as the Incident Commander. After hours, command staff take the duties of the IC and respond from home when an alarm is received. In addition to the operational duties of the position, the Battalion Chief is also the training officer for the department, which takes a substantial amount of time. Beyond the additional duty of training officer, the Battalion Chief is also responsible for; apparatus maintenance, building maintenance, tracking of equipment, repairs to equipment, EMS certification tracking, and the unmanned aerial vehicle program. The Battalion Chief also serves on the Valley Water Rescue Board of Directors.

Both the Central Battalion Chief and Assistant Chief are paid-on-call employees and assist with operations. They also assist with other programs as time allows, such as the Strategic Planning Group, Apparatus Committees, and Safety Committee.

There are nine Captains assigned to the department; three paid on call Captains at each station and three full-time Captains assigned to the Southside Fire Station. Each full-time Captain is assigned three firefighters, while paid on call Captains are assigned six firefighters.

Any given day, the department needs fifteen firefighters to respond as the Effective Response Force (ERF) for all 1st Alarm calls for service. Emergency Medical Services (EMS) calls require two firefighters and single engine calls require four firefighters. To meet these demands, the department has four firefighters on duty 24 hours a day on duty. The Battalion Chief responds during the day as the Incident Commander, or other command officers staff that unit after hours. Lastly, two groups of paid-on-call firefighters are assigned to be on call each day; one at each station. Of these fourteen firefighters assigned to be on call, only ten are needed to staff the 1st Alarm. In certain circumstances, minimum manning can drop to eight paid-on-call firefighters. In the case of a large emergency or multiple calls for service, the four additional paid on-call groups and two full-time groups can be recalled, bringing the full strength of the department to a call.

Apparatus

The department operates thirteen vehicles for responses, administrative and risk reduction activities. A vehicle replacement schedule is maintained per policy to manage the age of the fleet and reduce maintenance costs over time. Both 2019 Emergency One trucks are leased for seven years with the option for a buyout after seven years or replacement.

Each station is assigned an engine, ladder, and rescue. A brush truck, command truck, and four administrative vehicles round out the fleet.

Unit	Year	Type	Manufacturer	Assigned
Engine 76	2019	Engine	Pierce	Central Station
Engine 75	2008	Engine	Spartan/Crimson	Southside Station
Engine 72	1995	Engine	Spartan/General	Southside Station
Ladder 76	2013	Tower Ladder	Sutphen	Central Station
Ladder 75	2019	Ladder	Pierce	Southside Station
Rescue 75	2018	Rescue	Ford/EVI	Southside Station
Rescue 74	2002	Heavy Rescue	Spartan/Marion	Central Station
Brush 51	2013	Brush Truck	Chevy 2500 P/U	Southside Station
Battalion 70	2018	Command	Chevy Tahoe	Southside Station
Chief	2019	Admin	Ford Utility	Central Station
Fire Marshal	2017	Admin	Ford Utility	Central Station
Inspector	2016	Admin	Ford Utility	Central Station
Inspector	2015	Admin	Chevy 1500 P/U	Central Station

Call Volume

In 2018, the department responded to 1,568 total calls for service. These calls included emergency medical services (EMS) calls that occurred only between 7:00 a.m. and 9:00 p.m. due to staffing limitations. Of the total call volume, 662 were fire calls and 904 were EMS calls. Over the past five years, the department has seen increases in fire calls of 91 percent with an average annual increase of 20 percent year to year. Of the 2019 data available, EMS calls will appear to have less of an annual increase but should be near 2,500 total EMS calls in 2019, given 24-hour coverage.



Response Time

After the 2016 Staffing Plan recommended adopting three standards for response times within the City of West Fargo, careful metrics have been kept to measure the rate the department has been achieving the standards. In 2019, after hours response times have improved greatly with the addition of 24-hour staff to the Southside Station. Duty hours in 2018 were 7:00 am to 9:00 pm, for reference.

1. Five firefighters on scene within 9 minutes, 90 percent of the time to all emergent calls for service
2. An additional eight firefighters on scene within thirteen minutes, 90 percent of the time for working incidents (Effective Response Force)
3. Two firefighter/EMTs on the scene within 6 minutes, 90 percent of the time to emergency medical calls for service

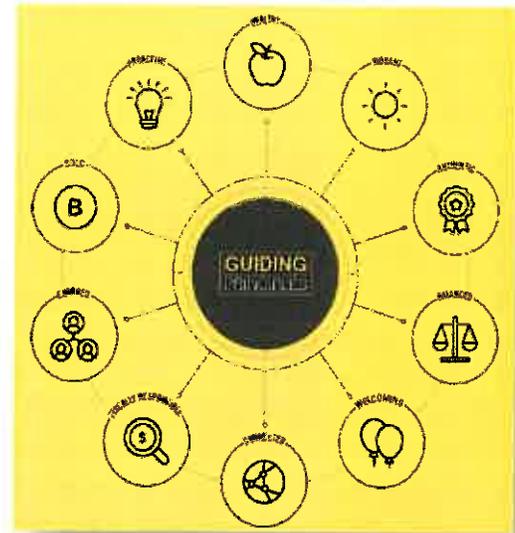
2016 Response Times				
Without Chief Officers	36%	9 min or less response time Emergent calls only	With Chief Officers	45.3%

2017 Response Times				
Without Chief Officers	38%	9 min or less response time Emergent calls only	With Chief Officers	44.1%

2018 Percent of Time Meeting Response Time Standards					
Standard 1 Duty Hours	85%	Standard 2 Duty Hours	81%	Standard 3 Duty Hours	59%
Standard 1 After Hours	23%	Standard 2 After Hours	37%	Standard 3 After Hours	No Data

West Fargo Vision

In the West Fargo 2.0 Comprehensive Plan, the "vision" of West Fargo was officially adopted. This vision was built upon the 2008 vision with public input at several meetings throughout the year. In short, the community vision for West Fargo is to be "a complete, sustainable, and prosperous city that plays a pivotal role in the metro by providing a high quality of life for its citizens and a thriving economy." This vision is achieved through ten guiding principles, each with a value that the citizens of West Fargo have identified as important to them. They are; healthy, vibrant, authentic, balanced, welcoming, connected, fiscally responsible, engaged, bold, and proactive. This vision and the accompanying guiding principles should be used when moving the fire department's strategic planning process forward.



Chief's Intent

Provide the services the community needs

The department isn't just about responding to fires, but rather, responding and reducing all hazards within our community. While fire suppression, emergency medical services, hazardous materials response, and technical rescue are the major operational areas we focus our efforts on, it is important to note that equal time should be



dedicated to Community Risk

Reduction efforts. When an act of terrorism occurs, or a natural disaster strikes, the department will be on the front line. That is a fact and an expectation of our community, as well as communities across our country. In addition to the response, if the department can reduce the seriousness of an incident through Community Risk Reduction, or even prevent it from occurring at all, then we are bound to do so.

Deliver those services in an expedient manner

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

Embrace innovation in tactics, equipment, apparatus and training

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

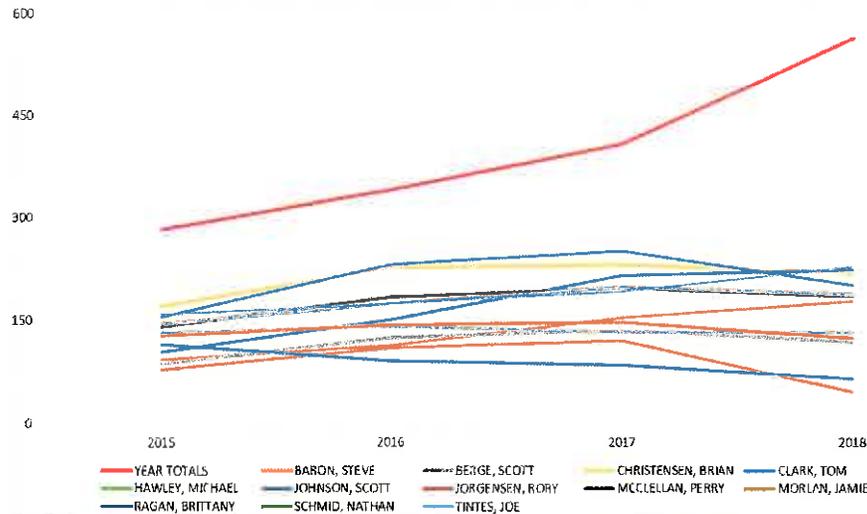
Adopt a safety first mindset in training and operations

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

Forecast of Internal/External Influences

Response to Calls – Paid on Call Staff

Over the past five years, research has provided data on the number of calls per year the average paid-on-call firefighter can balance with family and work. The single highest amount of calls made by any member of the department



occurred in 2016, with

that firefighter responding to 279 calls for service. That year, the department experienced 406 calls for service. Keeping in mind that in 2016, the department didn't respond to motor vehicle accidents (unless extrication was needed) or emergency medical calls for service, so the 406 calls for service were artificially low and not reflective of the needs of the community.

By trending the twelve firefighters who have been paid on call (volunteer prior to 2018) employees since 2015, the five-year average is 182 calls for service each year. With call volumes estimated to reach over 3,000 calls by 2021, the average paid on-call employee can only respond to 6 percent of all calls. In years past a majority of firefighters, then volunteer made upwards of 70 percent of all calls for service.

Time for Training

Since 2015, there have been 29 members of the department who left or retired from the department. Nine of the departures were retirement, disciplinary issues or relocations due to employment. Of the remaining 20 firefighters who left, they were all attributed to the time commitment of the department. Most left on their own, while a few had to be terminated due to lack of participation. That accounts for 44 percent of the department in four years. The need to match the expectations with the time the average paid on-call employee can give is evident to stop the flow of personnel out the door.

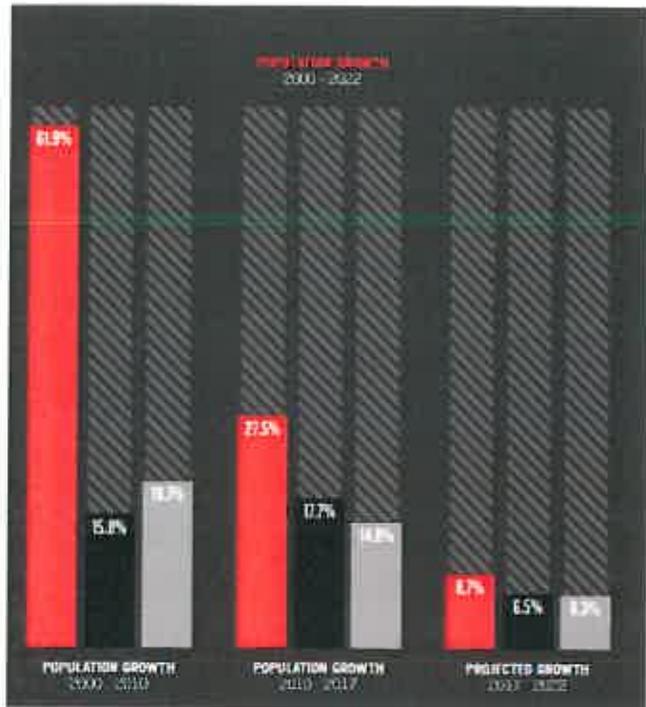
Cost of Maintenance

In 2018, the department began a plan to implement full-time coverage, responding to all calls for service in the city. During that year, a new rescue truck was purchased and placed online, it responded to 975 calls, adding just under 10,000 miles, in only 10 months. In 12 months, the primary engine

assigned to that station put more miles on that in the previous nine years combined. As a result, maintenance costs for preventive maintenance as well as emergency maintenance has quintupled. This is a major factor moving forward, not only for the budget, but for the reliability of these vital pieces of equipment.

Population

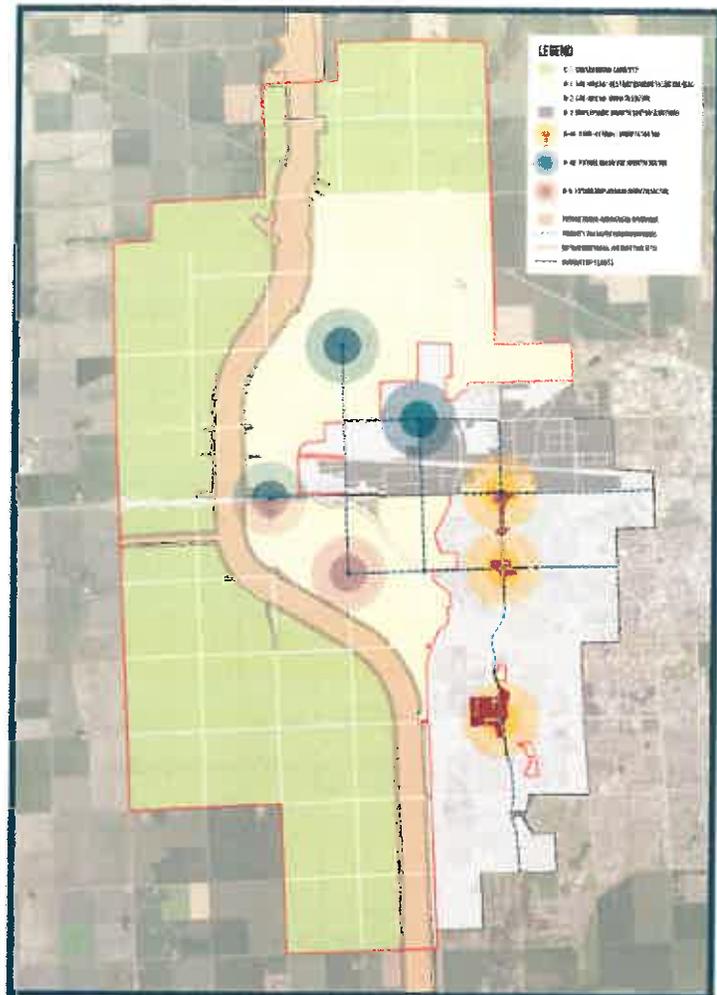
Of the several external influences related to growth, the population is the highest of concern to the department. At the conclusion of 2018, the city planning department released population a population estimate of 37,824 residents. This is up from 33,500 in 2015 and 25,830 in the official 2010 Census. The West Fargo 2.0 Comprehensive Plan estimates 8.7 percent population growth in the city up until 2022. Using that calculation, the city will surpass 42,000 residents by 2022 and be closer to 45,000 before the end of the strategic planning period. Other developing influences on population growth should be closely monitored in the next five years.



WEST FARGO - FARGO - FM METRO

Core Area Development and Redevelopment

In the comprehensive plan, a strategy to develop four new core areas and continue to develop three existing areas is laid out. The downtown area along Sheyenne St from Main Ave to 7th Ave is an area where two large buildings have already been erected and several more are planned to replace existing commercial spaces in the area. Near the intersection of 13th Ave W and Sheyenne St, another core redevelopment area has already begun to take shape, with the construction of the Sanford Clinic, a three-story medical building. Lastly, work has begun on the Lights at 32nd development, which calls for the construction of four new buildings on the northwest corner of 32nd Ave W and Sheyenne St. Each of these buildings will be five stories of mixed-use space with a large open space or community bowl, in the center. The plans indicate the bowl area would be used for concerts, winter sports, conventions and community gatherings. In these areas, traffic congestion and higher than average population ratios can be expected, increasing call volume saturations and response times in turn.



An additional four core areas are also listed as future developments, based on the expansion of the city in the future. Of these areas, two are listed as commercial developments and two are described as industrial developments. It would be expected that residential developments would connect these areas and be established around them.

Population Density

Over the next five years, the growth of the city is expected to continue very near the rate it has grown over the last five years. However, there is a plateau in the future; the limitations of current city limits. With the completion of slated developments and redevelopment of existing areas, the population of the city could rise to 45,000 before 2023. If that were to occur, population density would be at an all-time high of 3,125 residents per square mile. That would place West Fargo as the most densely populated city in the metro area and on par with Minneapolis suburbs like Edina, Roseville, and St Louis Park.

Building Types

In recent years, plans for eight mixed-use buildings ranging from three to seven stories in height have been built or approved for construction in West Fargo.

Additionally, four buildings over 333,000 square feet have been built as two grocery stores and a hockey arena. Lastly, the metro’s largest residential apartment building which boasts over 473,000 square feet of space taking up an entire city block.



That building alone has three times as much square feet as Fargo’s Lashkowitz High Rise, a 22 story building in downtown Fargo which is the tallest residential building in the state. This mix of tall buildings, large square foot, and mixed-use buildings will challenge the department to evolve beyond the strictly rural and or residential mindset that has shaped the last eighty years.

Geography

Beyond the next five years, it is expected that growth will continue, and the city will annex areas that lie around the western edge of the West Fargo Diversion. This is based on the construction, operation, and certification of the Red River Diversion which will provide flood protection to those areas. The total possible area that is outlined in the comprehensive plan is 14 square miles, which will double the size of the city today. Over time, the need for additional stations will be realized as population and call volume begin to fill in these areas. In planning strategically for this growth, stations needed today can be placed on the edge of the current footprint to provide penetration into the new areas of growth.

Call Volumes

In the next five years, it is expected that growth will continue at or near the last two years as the city builds out available land inside the current city limits. While there are several factors contributing to this growth, the easiest way to estimate call volume increases is to calculate the increase in call volume over the past five years in three different ways; a total number of calls increased, the total percentage increased, and annual

Year	Fire	EMS	Total
2018	662	1,550	2,212
2019	794	1,744	2,537
2020	952	1,962	2,913
2021	1,141	2,207	3,348
2022	1,368	2,483	3,851
2023	1,573	2,793	4,367

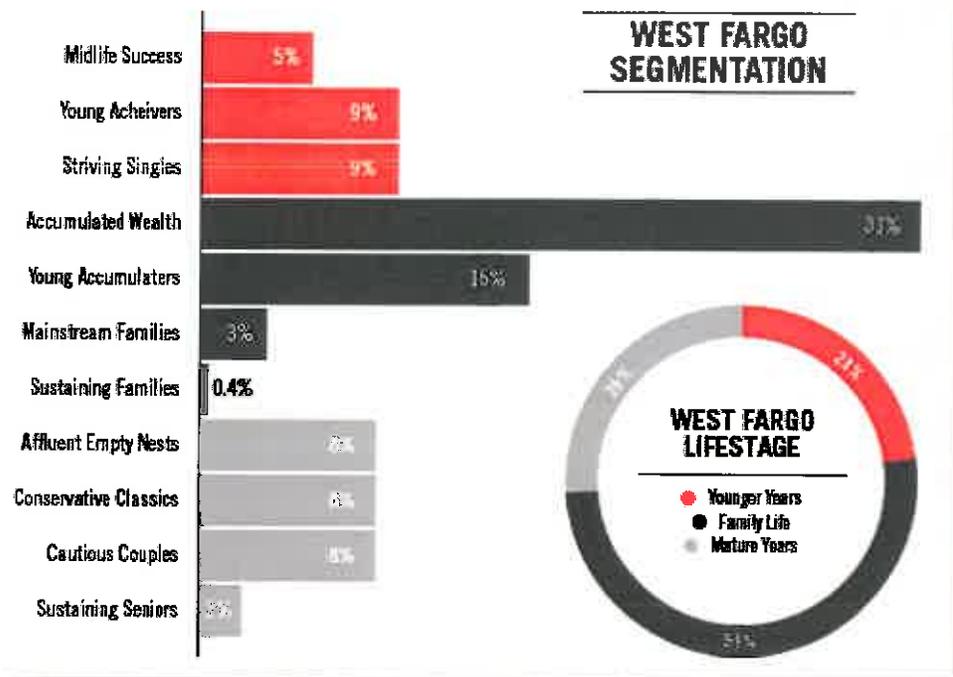
percentage increase to produce an average annual increase. Utilizing the latter method, it is estimated that by 2023 fire calls will be at 1,665 (assuming 19.9 percent increase annually) coupled with 2,525 emergency medical calls (assuming 7 percent increase annually) equaling a 4,521 total call volume. The impact will be felt the most by the full-time crews. Workhour utilization rates from the 2019 Staffing Plan already place a 95 percent utilization in 2019 and over 100 percent utilization by 2020.

Plans to add additional full-time units to handle the call volume, along with paid-on-call units, will need to be finalized and implemented. The ratio of fire to EMS calls also is another data point to consider. The West Fargo ratio is 70/30 EMS to fire calls. The national average is

Population

Demographics

According to the research in the comprehensive plan, the demographics of West Fargo have changed over the past 10 years and will continue to change as the future is shaped and molded. Prior to 1995, most, if not all, West Fargo volunteer firefighters lived within city limits, which was a six



square mile area north of Interstate 94. A majority of these volunteers worked within the city and were able to leave work when an alarm sounded. In 2018, it was noted that close to 2,322 people actually live and work in West Fargo. Almost 14,000 residents leave West Fargo to work in other areas of the metro, while just under 10,000 people commute into West Fargo from other areas of the metro and county. It would be safe to say that West Fargo was a blue-collar town; with the Armour and Company being the main employer of the community. Today, West Fargo has experienced an influx of educated, white collar workers. In 2018, 52 percent of the community holds a higher learning degree. Median income is \$73,402, which is 26 percent higher than the metro region and 40 percent higher than the rest of North Dakota.

Other demographics have changed as well. Over the last ten years, a shift of the segmentation of households has occurred, with 51 percent falling within the "family years" segment. This includes households with accumulated wealth, young accumulators, mainstream families and sustaining families, although the percentage of these groups within the segment vary. Another 23 percent of the population fall into the "younger years" segment, referring to those households that are younger singles. Lastly, 26 percent of the population is in the "mature years" and are more conservative. It is important to note that very few households in West Fargo are facing economic challenges today.

Each segment has an influence on the way the department operates, either through attracting and retaining employees or increasing call volumes.

Younger Years – indicates these households have time to devote to paid-on-call employment, although the department has to ensure that time is balanced and time expectations match what time can be given. Recruiting white collar, younger community members will necessitate a different approach than what has traditionally worked in the past when almost the entire department worked with their hands.

Family Years – with the amount of activity surrounding a younger family in a community like West Fargo, it would be difficult to expect members of this segment to commit time as the department has expected in the past. Those who transition from the younger segment to the family year's segment might have difficulty balancing the demands of the department. Balancing hours is key to ensuring a robust combination department.

Mature Years – this segment has the most potential to influence call volume, rather than staffing. As this segment – 26 percent – of the population ages, it is very likely that calls will increase as the older segment of the population utilizes a higher percentage of services of the department today. That trend is expected to continue. For example, from January 1st through February 28th, 2019, the department assessed and treated 170 medical patients. Of these patients, 80 were over 65 years of age, roughly 47 percent of all patients the fire department cared for. As this segment grows, call volume is expected to grow.

SWOC Analysis

The purpose of the Strengths, Weakness, Opportunity, and Challenges (SWOC) Analysis is to determine areas where the department excels and should ensure continued strength, as well as identifying areas where the internal/external influences can cause weakness and challenges.



The internal stakeholders' group met and discussed the forecasted influences, as well as the current state of the department. The results were consolidated and used to formulate goals to either ensure continued success, develop future success, mitigate current weaknesses and to address challenges.

Strengths			
Leadership	Brotherhood	Pride	Communications (Dept)
Citywide Support	Modern Equipment	Proactive	Finances
Cohesiveness	Dedicated Volunteers	Career Advancement	Standards
Mental Health Program	Scene Safety	Wellness Program	

Weaknesses			
Traffic	Hours demanded	Communications (interpersonal)	Unknown future
Inexperience	Physical Fitness	Time demands	System of Governance
Training hours	Clashing personalities		

Opportunities			
Room to grow in the department	Diversity	Continuing education	Technology
Density = more potential employees	Expanding services	More public support	Integration with other services (PD, EMS)
Regional training center	More work for volunteers	Personal growth	Public involvement
Better ISO ratings	Better response times	Promotional opportunity	

Challenges			
Response times	Fiscal requirements	Consistent volunteer response	Time commitment of volunteers
Staffing	Time to complete continuing education	Budget	Response area growth
Learning curve (Fire to EMS)	Community Involvement	Keeping morale high	

While it may seem counterproductive, there are several topics and keywords that appear in two or more sections. For example, continuing education is listed as an opportunity because of the growth of the department and our increased service capability, we can offer new training programs. It is also listed as a challenge because that will take an additional time commitment.

Critical Issues and Service Gaps

After the SWOC process, the department leadership (command and line officers) met to discuss the most pertinent issues raised during the process. The intent is to identify the issues that create a critical issue or a gap in service to address in the 2019-2023 Strategic Plan. These issues and gaps became the foundation for the department's Strategic Goals.

Critical Issues and Service Gaps			
Standardizing response levels and times with NFPA recommendations	Balancing on-call demands with ability	Balancing training demands with ability	Community involvement
Staffing levels for the next five years	Long range facility needs through 2029	Improve pre-fire plans for target hazards	Exhaust recovery in stations
Recruitment and retention	Cancer issues in the fire service	Maintenance cost and downtime of apparatus	Training center

Strategic Goals

Goal 1	Ensure a standardized staffing level to responses within the city of West Fargo utilizing National Fire Protection Association Standard 1710 (Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments) and Standard 1720 (Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments) to formulate department-wide standards.		
Objective 1A	Four firefighter staffing in the station, 24 hours day		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Identify best practice for calling back off duty and paid-on-call staff to fill vacancies as they occur • Create a policy outlining the process to ensure 4 person minimum staffing 24 hours a day 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 1B	Ten firefighters on-call staffing, 24 hours a day		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Determine the amount of personnel needed to be “on call” to ensure minimum manning standards are met (ie; 10 on call to get 8 back to the station) • Create a schedule to ensure that the minimum staff are available • Create a policy outlining the need for callback staffing 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 1C	One duty officer either in the station or on call combined 24 hours a day		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Determine the amount of personnel needed to equally fill the need after hours and weekends • Create a standard operating guideline outlining the responsibility of chief officers and senior captains to fill the duty officer role 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Goal 2	Create and implement a schedule that balances the expectations and abilities of paid-on-call firefighters with expected annual call volumes		
Objective 2A	Estimate the annual call volume for the next five years		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> Utilizing three separate methods, determine the estimated annual call volume increases, added to the 2018 total call volume 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 2B	Estimate the average annual paid-on-call firefighter response		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> Determine the annual paid-on-call firefighter response totals in 2018 Compare to the total amount of calls to determine the average response 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 2C	Craft a schedule that does not exceed one-third of the of the expected annual call volume per crew, and doesn't exceed the annual paid-on-call firefighter response		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> Utilizing the results of the average call response for paid-on-call firefighters, the annual call volume estimates for the next five years, and the one-third calculation of call volume, create a schedule that balances the number of calls the paid-on-call firefighters can respond to. 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Goal 3	Establish alternate training objectives that do not involve in station training and or meeting		
Objective3A	Determine the achievable number of hours per month per firefighter of online training		
Timeframe	Oct 2019	Assigned to: BC Frost	Completed:
Critical Tasks	<ul style="list-style-type: none"> Utilizing a department-wide survey, determine the number of hours a typical firefighter would give to online training 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 3B	Create a policy to mandate the number of hours of online training per firefighter that is expected monthly and/or annually		
Timeframe	July 2019	Assigned to: BC Frost	Completed:
Critical Tasks	<ul style="list-style-type: none"> Write the policy and bring it to the department officers for input Implement the policy and track the progress of each firefighter in completing online training programs 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Goal 4	Increase opportunity for community involvement, beyond response and traditional community risk reduction activities		
Objective 4A	Research other fire departments best practices from the area and around North Dakota/Minnesota		
Timeframe	Oct 2019	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Create a subcommittee to conduct the research • Provide a report to the Fire Marshal on possible programs to implement 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 4B	Establish a list of community involvement programs and determine the ones that are most suited for West Fargo		
Timeframe	Jan 2020	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Utilizing the research report, select programs that could be implemented in West Fargo • Make that list available to the Fire Chief 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 4C	Select no more than three programs for implementation		
Timeframe	July 2020	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Given the list of programs, determine the ones which have the most support from line personnel and are the most pertinent to the community • Implement and fund the three programs, assigning an officer to take charge of the program 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Goal 5 Establish staffing needs over the next five years, for both paid on call and full-time employees in the form of a Staffing Master Plan Fargo utilizing National Fire Protection Association Standard 1710 (Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments) and Standard 1720 (Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments)

Objective 5A **Research the call volumes for the next five years**

Timeframe July 2019 **Assigned to:** Fire Chief **Completed:**

- Utilizing three separate methods, determine the estimated annual call volume increases, added to the 2018 total call volume

Critical Tasks

Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--

Objective 5B **Determine the internal impacts such as longevity of current full time and paid-on-call employees**

Timeframe July 2019 **Assigned to:** Fire Chief **Completed:**

- Survey the current employees to determine the estimated longevity within the department

Critical Tasks

Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--

Objective 5C **Determine the external impacts such as growth and footprint of the city, infill and population increases over specific age cohorts**

Timeframe April 2019 **Assigned to:** Chief Fuller **Completed:**

- Utilizing MetroCog growth numbers and the West Fargo Comprehensive Plan, determine the most likely growth of the city and footprint expansion areas
- Utilizing US Census Data, model the age cohorts of the community with an emphasis on age cohorts over 65 years

Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--

Objective 5D	Estimate and quantify the impacts of commercial growth on the Community Risk Reduction Division		
Timeframe	July 2019	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Research planning and zoning of the number of current open parcels in commercial development • Research the plans to infill areas in the core section of West Fargo, utilizing the Comprehensive Plan as a guide 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 5E	Calculate a daily, monthly, and annual Workhour Utilization of full-time employees utilizing the estimated call volume models from 5A		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Determine the tasks conducted on a daily basis • Assign an hourly value to those tasks • Utilizing call volume models, assign hourly rates to calls • Using a daily average of calls, determine the average daily workhour of calls for service, including writing reports • Merge the task workhour data and the call volume work hour data 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 5F	Estimate the impact of the growth of the West Fargo School System on the Community Risk Reduction Division		
Timeframe	December 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Research the annual expected growth of student population from West Fargo Schools 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Objective 5G	Determine the workload of the current administrative staff, including the administrative tasks assigned to chief officers who aren't in administration		
Timeframe	April 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Research the administrative programs that are external to the department which all chief level employees are involved in • Quantify the benefit of those programs • Assign workload hours to those programs 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 5H	Create a new organizational chart which streamlines responsibilities into Administration, Operations, and Community Risk Reduction Divisions with each supervisor having around four direct reports, no more than eight		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Given the list of programs, determine the ones which have the most support from line personnel and are the most pertinent to the community • Implement and fund the three programs, assigning an officer to take charge of the program 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 5I	Determine the need for additional full-time employees in Operations to meet the demand of call volume utilizing the workhour utilization		
Timeframe	December 2019	Assigned to: Asst Chief Clark	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Research the administrative programs that are external to the department which all chief level employees are involved in • Quantify the benefit of those programs • Assign workload hours to those programs 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 5J	Determine the need for additional full-time employees in Community Risk Reduction utilizing the workhour utilization		
Timeframe	December 2019	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Research the administrative programs that are external to the department which all chief level employees are involved in • Quantify the benefit of those programs • Assign workload hours to those programs 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Objective 5K	Determine the need for additional full-time employees in Administration utilizing the workhour utilization and administrative task list, keeping with the concept of division of work (Admin, Ops, Risk Reduction)		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Research the administrative programs that are external to the department which all chief level employees are involved in • Quantify the benefit of those programs • Assign workload hours to those programs 		
Funding Estimate	Capital Costs: Personnel Costs:		Consumable Costs: Contract Services Costs:

Goal 6 Determine the long-term facility planning needs of the fire department from 2019 through 2029

Objective 6A Determine the amount of office space needed through 2029

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Utilizing the staffing plan, identify how many offices for administration, operations, and risk reduction staff will be needed

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 6B Determine the amount of classroom space needed through 2029

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Utilizing the staffing plan, identify how much space would be needed for classroom spaces through 2029

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 6C Determine the amount of living space needed for paid staff on the north side of the interstate

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Utilizing the staffing plan, identify how many paid positions will be staffed through 2029

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 6D	Research options for expansion of the current Central Fire Station		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Determine the cost of bringing the entire building up to code (plumbing, electrical, mechanical) • Determine the dimensions of a new addition to the building for the amount of offices needs • Determine the dimensions of a remodel for living quarters for paid staff needs • Determine the dimensions of a remodel for classroom space • Determine if there is enough space for the needs at the current site 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 6E	Determine the areas of the city that are outside of a 1.5-mile travel distance from an existing station		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Utilize a 1.5-mile polygon or GIS software to identify these areas • Quantify the percentage of property inside the city footprint that is outside of the 1.5mile travel distance 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 6F	Determine the population that is outside of the 1.5-mile travel distance from an existing station		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • With the previous calculations of gaps of 1.5-mile coverage, utilizing GIS software, find the number of residents outside of the 1.5-mile coverage • Quantify a percentage of the total population of this cohort compared to the total city 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 6G	Determine the need for new stations within the current footprint of the city where 80% of the population has 1.5-mile coverage		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Utilizing the two previous calculations, find areas of the city where a new station would improve coverage within 1.5 miles • Utilizing the population cohorts of areas outside of the 1.5-mile gap, prioritize the areas where a new station would impact the most percentage of residents 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Goal 7	Improve upon the current procedures for conducting pre-incident plans of target hazards within the City of West Fargo utilizing National Fire Protection Association (NFPA) Standard 1620 Standard for Pre-Incident Planning		
Objective 7A	Research best practices of neighboring fire departments in conducting pre-incident plans		
Timeframe	July 2019	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> Contact the Fire Marshal for both Fargo and Moorhead to inquire about the departmental guidelines for pre-incident plans 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 7B	Identify or re-affirm target hazards within the city		
Timeframe	December 2019	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> Utilizing GIS software, search for target hazards within the definition of target hazards by NFPA Compare with current records to expand the database of target hazards 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 7C	Create a standard operating guideline that covers the new process for pre-incident plans of target hazards		
Timeframe	February 2020	Assigned to: FM Sprecher	Completed:
Critical Tasks	<ul style="list-style-type: none"> Craft a SOG to cover best practices and to keep the department in line with requirements from NFPA 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 7D	Create a schedule to ensure that all target hazards receive pre-incident plans within 18 months		
Timeframe	July 2020	Assigned to: Batt Chief Frost	Completed:
Critical Tasks	<ul style="list-style-type: none"> Create a schedule to complete pre-incident plans of all target hazards Assign resources to include on-duty crews and paid-on-call firefighters to achieve the tasks 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Goal 8 In following best practices for cancer reduction in the fire service, install exhaust removal systems in all fire stations in West Fargo

Objective 8A Research systems for exhaust removal

Timeframe March 2019 **Assigned to:** Captain Porter **Completed:**

- Assign three captains (two full time one paid on call) to research current systems

Critical Tasks • Select the most appropriate system for West Fargo

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 8B Secure requests for proposals (RFP) for installations of the selected systems

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Identify up to three contractors who can install the selected system
- Publish an RFP for both stations combined

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 8C Fund and install the systems in the stations

Timeframe December 2019 **Assigned to:** Batt Chief Frost **Completed:**

- Secure funding through grants or budget for the systems
- Select the lowest bid and award the project for completion

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Goal 9 Achieve accreditation with the Commission on Fire Accreditation International (CFAI)

Objective 9A Become a registered agency with CFAI

Timeframe January 2021 **Assigned to:** Chief Fuller **Completed:**

- Critical Tasks**
- Complete the paperwork for registering with CFAI
 - Identify the Accreditation Manager and Asst. Accreditation manager within the department
 - Begin education of both personnel according to CFAI recommendations

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 9B Create a publish a Community Risk Assessment document

Timeframe July 2021 **Assigned to:** Accred Manager **Completed:**

- Critical Tasks**
- Utilizing the framework provided by CFAI, begin the process with the assistance of command staff

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 9C Create and publish a Standards of Cover Document

Timeframe January 2022 **Assigned to:** Accred Manager **Completed:**

- Critical Tasks**
- Utilizing the framework provided by CFAI, begin the process with the assistance of command staff

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 9D Apply for candidate status

Timeframe July 2022 **Assigned to:** Accred Manager **Completed:**

- Complete the application for candidate status

Critical Tasks

Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--

Objective 9E The complete process for award of accreditation including the site visit

Timeframe January 2023 **Assigned to:** Accred Manager **Completed:**

- Utilizing the framework provided by CFAI, begin the process with the assistance of command staff

Critical Tasks

Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--

Goal 10	Utilizing the Lavender Ribbon Report from the International Association of Fire Chiefs Volunteer and Combination Officers Section, implement all eleven best practices		
Objective 10 A	Ensure that all firefighters wear personal protective equipment as recommended in the report		
Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Update policy that no firefighter shall remove SCBA in a fire building • Create a policy that investigators, IC, and other non-firefighting personnel utilize a filter mask while inside a fire building after fire/overhaul 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 10 B	Ensure the “one fire = one hood” concept is enforced		
Timeframe	July 2019	Assigned to: Batt Chiefs	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Move SOG 204 Cancer Prevention to departmental policy • Line supervisor personnel will ensure that the department guideline on “one fire=one hood” is strictly enforced 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 10 C	Ensure that all firefighters complete a gross decontamination after existing an IDLH atmosphere <i>while still on the air</i>		
Timeframe	January 2020	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Change policy to reflect gross decon on air when exiting the IDLH atmosphere • Adjust training guidelines to reflect air management processes so firefighters aren’t exiting on low air, but rather prior to low air alarm 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 10 D	Separate contaminated gear from the scene to the station for cleaning		
Timeframe	July 2020	Assigned to: Asst Chief Clark	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Provide contractor grade bags for sealing sets of PPE • Change policy to reflect the need to seal PPE and transport out of the crew area of the apparatus 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	

Objective 10 E Ensure personal/technical decon is completed on the scene and at the station

Timeframe July 2020 **Assigned to:** Chief Fuller **Completed:**

Critical Tasks

- Line supervisor personnel will ensure the department policy on decon of exposed skin directly after gross decontamination of PPE is completed
- Ensure the policy of showering upon return or release from the station occurs

Funding Estimate

Capital Costs:	Consumable Costs:
Personnel	Contract Services
Costs:	Costs:

Objective 10 F Establish HOT, WARM, COLD Zones in all stations

Timeframe July 2020 **Assigned to:** Chief Fuller **Completed:**

Critical Tasks

- Identify HOT zones where contaminated gear is located and establish a policy to reduce the exposure to that gear
- Identify WARM zones where gear could be contaminated and establish a policy to reduce the exposure to that gear
- Identify COLD zones where no gear (contaminated or possibly contaminated) can be allowed and establish policy
- Train on the new policy and institutionalize

Funding Estimate

Capital Costs:	Consumable Costs:
Personnel	Contract Services
Costs:	Costs:

Objective 10 G Assign a Decon Officer to all working fires where personnel are entering an IDLH atmosphere

Timeframe July 2020 **Assigned to:** Chief Fuller **Completed:**

Critical Tasks

- Change policy to reflect the need for a Decon Officer to be assigned to the ICS framework
- Create a policy on the duties of the Decon officer (10C, 10D)

Funding Estimate

Capital Costs:	Consumable Costs:
Personnel	Contract Services
Costs:	Costs:

Objective 10 H Mandate annual physicals to include early cancer detection

Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Create policy establishing a requirement for annual physicals for all members of the department • Fund the policy through annual budget allotments 		

Funding Estimate	Capital Costs: Personnel Costs:	\$697 per emp.	Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	----------------	--

Objective 10 I Ban all tobacco use by employees on department property and during department operations/trainings/travel. Encourage the cessation of tobacco use off duty

Timeframe	July 2019	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Create a policy to ban the use of tobacco by employees • Create a policy that strongly recommends all members end the use of tobacco off duty 		

Funding Estimate	Capital Costs: Personnel Costs:		Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--	--

Objective 10 J Report all fire and chemical exposures

Timeframe	July 2019	Assigned to: Asst Chief Clark	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Define “fire exposures” ie: car fire, house fire, etc.. • Create a policy that to begin tracking • Utilizing the RMS software, begin to track all exposures as defined 		

Funding Estimate	Capital Costs: Personnel Costs:		Consumable Costs: Contract Services Costs:
-------------------------	---------------------------------------	--	--

Goal 11 Adopt the National Fire Protection Association Standard 1901 (Standard for Automotive fire Apparatus) as the minimum basis for the rotation and replacement of department firefighting apparatus to include years as front line apparatus and years as reserve apparatus.

Objective 11 A Establish a policy that reflects the standards established by NFPA 1901 regarding rotation and replacement of apparatus

Timeframe July 2019 **Assigned to:** Fire Chief **Completed:**

- Create a policy regarding the cycling of apparatus
- Align budget funding to meet the intent of the policy

Critical Tasks

Funding Estimate	Capital Costs:	Consumable Costs:
	Personnel	Contract Services
	Costs:	Costs:

Objective 11 B Establish a standardized process for the replacement schedule for apparatus, including leasing options

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Working with finance and city administration, create a process for the replacement of apparatus per policy

Critical Tasks

Funding Estimate	Capital Costs:	Consumable Costs:
	Personnel	Contract Services
	Costs:	Costs:

Goal 12 Provide a dedicated area for fire department suppression, technical rescue, hazmat, extrication, and emergency medical services training that meets the intention of the National Fire Protection Association Standard 1402 (Guide for Building Fire Service Training Centers)

Objective 12 A Determine the training needs for the department through 2029

Timeframe January 2020 **Assigned to:** Bat Chief Frost **Completed:**

Critical Tasks

- Utilizing the Staffing Master Plan and the Long Term Facility Plan, research the needs for the department for the next ten years
- Includes classrooms big enough for all department employees as well as training props

Funding Estimate

Capital Costs:	Consumable Costs:
Personnel	Contract Services
Costs:	Costs:

Goal 13 Continue to recruit, engage, and retain quality personnel for both the career and paid-on call ranks utilizing best practices from the International Association of Fire Chief's Volunteer and Combination Officers Section (VCOS)

Objective 13 A Ensure employees have the opportunity to express concerns

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Continue the use of Annual Climate Surveys
- Address major adaptive issues that are identified in the climate surveys

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 13 B Research programs that utilize paid-on-call staff in ways other than the traditional "volunteer fire dept" model

Timeframe July 2021 **Assigned to:** Batt Chief Frost **Completed:**

- Expand the research area to include Minnesota, South Dakota, and Wisconsin

Critical Tasks

- Evaluate impacts to the paid-on-call staff; ie time spent away from work/home
- Evaluate the fiscal impacts of changing the POC model
- Understand the impacts of 2023 call volume and beyond

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 13 C Expand marketing opportunities for recruiting

Timeframe December 2021 **Assigned to:** Chief Fuller **Completed:**

- Partner with the Communications Division of the City to help market the department for recruiting efforts

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Objective 13 C Ensure that paid on-call wages are in line with full-time wages through market studies

Timeframe July 2019 **Assigned to:** Chief Fuller **Completed:**

- Paid on call employees receive 1 ½ time when called back, utilize this as the gauge against full-time wages

Critical Tasks

Funding Estimate Capital Costs: Personnel Costs: Consumable Costs: Contract Services Costs:

Goal 14	Engage in efforts to reduce call volume in West Fargo, specifically addressing low acuity medical calls, false alarms, and "super users" of the system		
Objective 14 A	Research and define the amount of low-acuity calls within West Fargo in the last 12 months		
Timeframe	March 2020	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Establish and define the scope of research • Utilizing the records management system (RMS) mine the data 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 14 B	Research and define the number of false alarms due to either faulty alarm systems or continued calls for service (ie: burnt food)		
Timeframe	March 2020	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Establish and define the scope of research • Utilizing the records management system (RMS) mine the data 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 14 C	Research best practice programs for addressing super users and low-acuity medical calls		
Timeframe	December 2020	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Conduct national research for addressing super users and low acuity medical call response 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 14 C	Research best practice programs for addressing repeat false alarms		
Timeframe	December 2020	Assigned to: Chief Fuller	Completed:
Critical Tasks	<ul style="list-style-type: none"> • Conduct national research for addressing false alarms 		
Funding Estimate	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:	
Objective 14 D	Establish two subcommittees to form partnerships with other agencies; one for superuser/non-acuity medical calls and one for repeat false alarms		

Timeframe January 2021 **Assigned to:** Chief Fuller **Completed:**

- Critical Tasks**
- Identify internal stakeholders for each issue
 - Identify external stakeholders for each issue (Social Services, Hospital System, EMS, Police, Mental Health)
 - Create subcommittees

Funding Estimate Capital Costs: Consumable Costs:
 Personnel Contract Services
 Costs: Costs:

Objective 14 E **Provide objectives from each committee to reduce call volume for each category, with supporting critical tasks and costs**

Timeframe July 2021 **Assigned to:** Chief Fuller **Completed:**

- Critical Tasks**
- Set realistic goals regarding the reduction of call volumes
 - Provide critical tasks to accomplish each goal
 - Provide realistic funding estimates for each program listed

Funding Estimate Capital Costs: Consumable Costs:
 Personnel Contract Services
 Costs: Costs:

Achieving Success

As with any plan, the success or failure falls upon the extent the plan is kept "alive" through annual reviews, updates, and performance measurement. It is given that influences will change, especially in a city as dynamic as West Fargo. The constant and rapid growth the city has experienced will slow or come to a halt in the future. The next steps within the city will be to either refocus growth, expand the city to continue growth, or to take a more static approach to sustain the city. The department needs to be ready for all three of these situations to develop while maintaining the concept of continuous improvement. Support for the plan will be needed from the organization, elected officials, and the community as a whole.



Staffing Plan Annex

2019- 2029 STAFFING PLAN



Background

The City of West Fargo, North Dakota, is a core city of the Fargo-Moorhead Metropolitan Statistical Area (MSA) along with Fargo, Moorhead and Dilworth, MN. The total population of the MSA is estimated to be 233,500 in 2018, and the City of West Fargo was estimated at 37,824 in the same year. The city has experienced tremendous growth since the early 2000's, exploding from 15,000 to 25,000 in the ten year period from 2000 to 2010. Some estimates place the city at 46,000 in the next ten years, without expansion of the current geographic footprint. The first homestead in what is now the City of West Fargo, was established by John Haggard in 1872. By 1918, the homestead had grown to Village, and in 1925 the village became the Village of West Fargo. In 1937, the City of Southwest Fargo was incorporated and in 1967 the city was renamed West Fargo.

The West Fargo Fire Department was officially established in 1940, when the city was still the Village of Southwest Fargo. In 1972, the department hired its first full time employees, a Fire Inspector and a Fire Chief. In 1980, the West Fargo Rural Fire District was established to cover the surrounding townships between Fargo and West Fargo. In 2003, another Fire Inspector was hired, and in 2015 another inspector was hired. Over these years, the volunteer force was also expanded to 45 members. In 2017, an office coordinator was hired to assist with clerical duties. In 2018, nine full time personnel were hired to staff an engine 14 hours a day and provide a full time Battalion Chief during duty hours, Monday through Friday. In 2019, four more full time firefighters were hired to provide 24 hour a day coverage with a single engine. All volunteers were transitioned to part time firefighters, and the West Fargo Rural Fire Department was split from the city fire department, with a roster of 32 personnel.

Current Staffing Levels

In 2019, West Fargo Fire and Rescue operates with a total of 63 authorized positions; 18 full time and 45 part time positions. As of April 1st, 2019, the department has filled all authorized positions. There are three divisions within the department; Administration, Community Risk Reduction and Operations.

The Administration Division includes just two employees; the Fire Chief and the Office Coordinator. Together, they handle all administrative functions of the department, from finance to planning and communications. In addition to the regular duties and tasks assigned, the Office Coordinator serves as the department liaison with Human Resources and Work Force Safety. In addition to the regular duties assigned, the Fire Chief also serves as the department Public Information Officer, liaises with the Information Technology Department from the City of West Fargo, and represents the department twelve separate boards and committees. Of these additional duties, eight are related to administration, four are related to support, one is emergency management and the last is operations. The Fire Chief supervises four employees; the Fire Chaplain, Office Coordinator, Fire Marshal and Assistant Fire Chief.

The Community Risk Reduction Division (CRR) has three employees assigned; the Fire Marshal, who holds the rank of Assistant Chief, and two Fire Inspectors. Together, the CRR Division is responsible for code enforcement in commercial occupancies, inspections of multifamily buildings, fire alarm/suppression system testing for new construction, plans review for all new commercial construction or remodeling, public education on fire and life safety, cause and origin investigations and arson investigations. One inspector has an extra duty as an Unmanned Aerial Vehicle (UAV) Pilot. The Fire Marshal represents the department on seven

different groups and committees, of which five relate to CRR, one is safety and the last is emergency management.

The Operations Division is the largest, with 57 employees. A paid on call Assistant Chief leads the division, with two Battalion Chiefs reporting to the Asst. Chief. The Southside Battalion Chief is a full time employee while the Central Battalion Chief is a paid on call employee. There are nine groups of firefighters under the Battalion Chiefs, assigned by geographic location. The Southside Battalion Chief has six groups; groups one, two and three are full time with a captain and three firefighters assigned. Groups four, five, and six are paid on call with a captain and six firefighters assigned. The Central Battalion Chief has three groups assigned; groups seven, eight and nine are paid on call with one captain and six firefighters assigned. Since the Southside Battalion Chief is the only full time battalion chief, he is also assigned additional duties. Of the programs and boards, four are related to training, five are for support functions and one involves operations. All told, there are thirty five additional duties, groups, committees, programs and boards that just five full time employees handle.

Twenty-four hours a day, a Captain and three Firefighters cross staff an Engine and Rescue, providing first due response for every call in the city. In 2019, it is estimated that the full time crew will be first due to roughly 2,600 calls for service.

For calls that require a single resource, such as emergency medical calls (EMS), small fires (cars, dumpsters, grass, etc.), service calls, and fire alarms, the full time crew handles these calls themselves. This reduces the call volume placed on the part time staff. For calls that require a full 1st alarm response of 15 firefighters (2 engines, 1 ladder, 1 rescue, 1 Batt Chief) the part time staff provides the additional ten firefighters to make the balance of the alarm. For working

incidents, a callback brings all off duty full time and part time firefighters, up to 45 additional staff.

The paid on call staff are paid per hour when responding and training, as well as being paid each 24 hour period they are on call. At any given time, seven paid on call firefighters are “on call” at two stations, which equals a total of 14 part time firefighters on call daily, augmenting the four full time firefighters on duty. Only ten have to respond, adding a margin of error for those time when part time staff can’t leave work or have family obligations. In addition, Battalion 70 is staffed after hours and weekends by off duty command officers and captains who respond from home with the unit. This brings the total force available for the first alarm each day to 15 firefighters.

During the past four years, the effect of call increases is worth noting as well. Since 2015, there have been 29 members who have left the department. Of those 29, one departure was due to a disciplinary issue, another three members moved out of the area, and five retired. That leaves 20 who left because they either felt the commitment was too much, or because the department cut them due to lack of participation. Overall, this attrition is equal to 32% of the current authorized strength of 62 members of the department. Examining the roster from 2015 with the current roster of paid on call personnel, there are just twelve personnel who are still paid on call members of the department. This accounts for the losses through attrition, and also the members who became full time personnel in 2018 and 2019. Generally, these 12 have been the most active in the department for a number of years.

In discussing this emerging issue with the department officers, several differing viewpoints were discussed. First, that paid on call members feel busier than ever before. They have been steadily increasing their response numbers with the increased call numbers. Secondly, that the average

firefighter per call ratio is going down. In the 2016 staffing report, it was noted that some calls that require only 4 firefighters were receiving a callback of twenty firefighters or more, while other mundane and routine calls weren't getting more than six or seven firefighters on callback. Lastly, an officer commented that he felt like he was able to handle the call increase by only going to calls where he knew he was needed.

In researching these viewpoints, they each were validated. The answer comes when yearly call volume is pulled and compiled into a graph, showing the calls made year over year, coupled with the annual calls for service. The highest calls made over this time frame was 229 calls for service, which is only a third of the total call volume which was 680 call for service. There is a gap of 180 calls between the highest and lowest response numbers in this group for 2018, compared to just 92 in 2015.

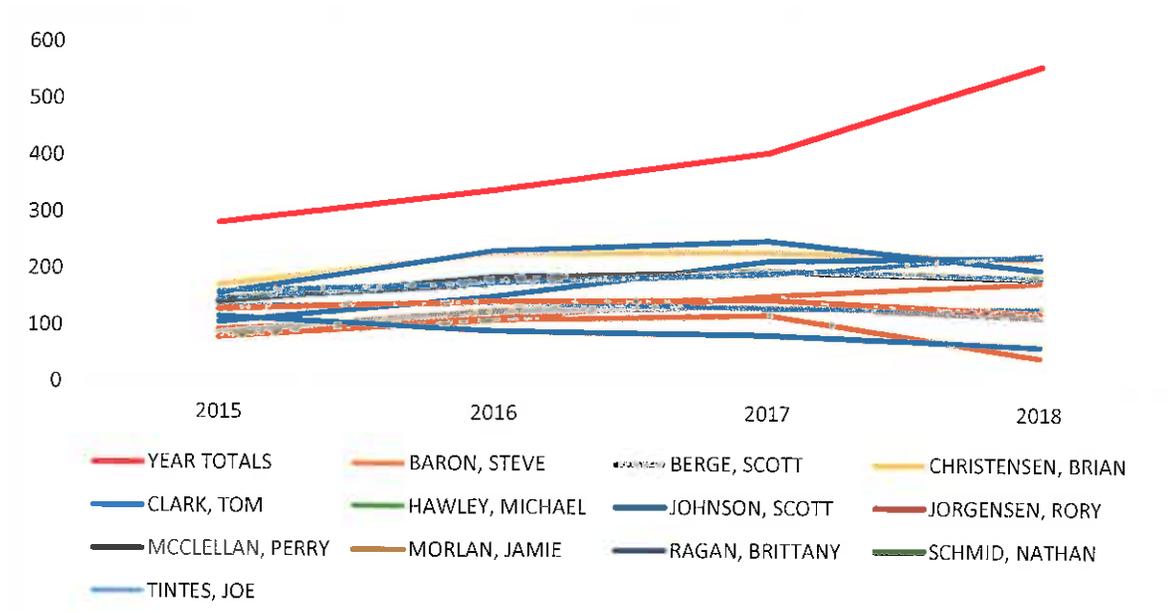


Figure 1 Historical Call Volume per Firefighter

To summarize the above chart, the takeaways are;

- a. Call volume went from 284 – 564 (when dispatched and cancelled calls are removed)
- b. The group was closer in 2015 (92 call gap) compared to 2018 (180 call gap)
- c. No member of the group made more than 1/3rd the total calls
- d. Statistically, firefighters are capped out in terms of time available to respond.
- e. It is unrealistic to expect members to make any more than 150 calls per year

The “New Normal” 2019-2023

Call Volumes- Examining the past five years of call volume records, fire calls are trending upwards at an increasing rate. For example, in 2015 the department saw 379 total fire calls for service (city and rural) and in 2018 the department saw 680 fire calls for service (city and rural) as well as 1,550 EMS calls for service. In that time period, the average annual increase in fire call volume was 19.9 percent and the 2017 to 2018 increase was 30.6 percent. Looking forward over the next ten years, several limiting factors exist that make the estimation of call volume complicated. In estimating these call volumes, the following limiting factors were utilized.

- Call volume per capita had to remain similar to comparable cities in the Minneapolis-St Paul metro area (Max 153.82 and Median 111.13) see Appendix D, Comparable Cities
- Keeps a percentage of 70% EMS calls to 30% Fire calls as the historic ratio
- Keeps an annual fire call increase of 19.9% over the next four years
- Annual growth rates are adjusted based on the above limiting factors, but beginning at 19% for fire calls and 12.5% for EMS calls

Table 1 Call Volume Estimates 2019-2029

Year	Fire	EMS	Total	EMS %	FIRE %	Population	Per Cap
2018	662	1,550	2,212	70.1%	29.9%	37,824	58.48
2019	794	1,744	2,537	68.7%	31.3%	39,324	64.53
2020	952	1,962	2,913	67.3%	32.7%	40,824	71.37
2021	1,141	2,207	3,348	65.9%	34.1%	42,324	79.10
2022	1,368	2,483	3,851	64.5%	35.5%	43,824	87.87
2023	1,573	2,793	4,367	64.0%	36.0%	45,324	96.34
2024	1,731	3,142	4,873	64.5%	35.5%	46,824	104.07
2025	1,852	3,535	5,387	65.6%	34.4%	48,324	111.48
2026	1,981	3,977	5,958	66.7%	33.3%	49,824	119.59
2027	2,120	4,474	6,594	67.8%	32.2%	51,324	128.48
2028	2,269	5,033	7,302	68.9%	31.1%	52,824	138.23
2029	2,427	5,663	8,090	70.0%	30.0%	54,324	148.92

Of the call volumes estimated, it is important to note that in 2018, around 5.8% of the total call volume consisted of calls that came in within 20 minutes of each other. These calls would most likely be “station coverage” calls to ensure that a crew was in the station if a third call came in, and would be covered by paid on call crews who came back to cover the stations.

Another 5% of calls were “First Alarm Calls” where a total of 15 firefighters in five trucks have to be dispatched. In total, it would be expected that in the future, at a minimum, 10.8% of all calls (Fire and EMS) would require the paid on call staff to respond in some manner. The chart below illustrates the actual call volume per year for 2017 and 2018, and the estimated call volume per year from 2019 through 2024, along with the expected paid on call response (10.8% of total) and the impact of calls per day and calls per firefighter annually. Note that the call volume per firefighter is the total paid on call volume divided by three, since the call schedule divides the paid on call firefighters into three groups.

Table 2 Estimated Paid on Call Volumes 2019-2023

Year	2018	2019	2020	2021	2022	2023	2024
<i>Total CV</i>	2,212	2,537	2,913	3,348	3,851	4,367	4,873
<i>ERF CV (5%)</i>	111	127	146	167	193	218	244
<i>Callback CV (5.8%)</i>	128	147	169	194	223	253	283
<i>Total POC CV</i>	239	274	315	362	416	472	526
<i>Total POC CV Per Day</i>		0.75	0.86	0.99	1.14	1.29	1.44
<i>CV per FF Annually</i>	80	91	105	121	139	157	175

By the year 2024, the total calls per firefighter are very close to the average of the top 12 responders in 2017. The data points to a need to further reduce the amount of calls the paid on call staff is expected to respond to, to keep the overall close to 150 calls per annum. An increase

in full time units would reduce the callbacks and reduce the call volume on the paid on call staff, although might reduce the overall number of paid on call staff needed for response.

Work Hour Utilization - Exploring the daily workload utilization of the full time and paid on call firefighters, brings to light the fact that the department will have to add full time staff as well as overhead staff within the next five years. The increase in call volume, workloads for community risk reduction, and administrative tasks directly affect the timeline to bring these new positions on board.

The on duty staff have a task list of items to be completed throughout the day, in between calls. These items range from maintenance of the equipment, trucks and stations, to training and inspections and health and wellness time. Included in these tasks are “unscheduled time” and “downtime” which are merely placeholders of time for safety reasons. The realistic expectation is that a firefighter cannot work 24 hours straight without sleep or downtime. However, keeping shift staff to a minimum necessitates having three groups working a 24 hour rotating schedule rather than four groups working a 12 hour schedule. Emergency calls trump all other tasks throughout the day.

Table 3 Daily Tasks and Associated Work Hours

<i>Task</i>	<i>Personnel</i>	<i>Hours</i>	<i>Daily</i>	<i>Annual</i>
<i>Truck/PPE Checkout</i>	4	0.5	2	730
<i>Station Duties</i>	4	0.5	2	730
<i>Pre Fire Plans</i>	4	2	8	2,920
<i>Unscheduled Time</i>	4	1.5	6	2,190
<i>Training</i>	4	2	8	2,920
<i>Health and Wellness</i>	4	2	8	2,920
<i>End of Day Duties</i>	4	1	4	1,460
<i>Total</i>		9.5	38	13,870

The chart above chronicles the daily tasks to be completed by firefighters who are on duty. The last two columns tally the daily total work hours and the annual total work hours. These numbers are without response to emergency calls and accounts for 40 percent of the daily utilization of the firefighters on duty.

Table 4 Total Response Work Hours per Call

<i>Task</i>	<i>Hours</i>	<i>Personnel</i>	<i>TWH</i>
<i>EMS Calls</i>	0.66	2	1.32
<i>EMS Reports</i>	0.16	1	0.16
<i>TWH Per Call</i>			1.48
<i>Task</i>	<i>Hours</i>	<i>Personnel</i>	<i>TWH</i>
<i>Fire Calls</i>	0.73	4	2.92
<i>Fire Reports</i>	0.16	1	0.16
<i>TWH Per Call</i>			3.08

When responding to calls, only two on duty firefighters respond to EMS calls, while all four respond to single engine and 1st Alarm calls. Coupled with the time it takes one firefighter to write a report, the total response hours are surmised in the above chart. The average total work hours per call is 2.28 hours for full time staff. Utilizing the average of total work hours and the total work hours spent on daily tasks, one full time engine of 4 personnel can realistically respond to an average of 1,958 calls for service per year. This breaks down to 5.36 calls per day, on average. The following table shows the needs for units needed throughout each year from 2019 through 2029. It is important to note that this table merely illustrates the need for multiple units throughout the city to meet demand, and that though utilizing planning zones for station locations and manning, additional recommendations could be made based on location of call volumes instead of total call volume throughout the city. Each planning zone (see Appendix C,

Planning Zone Breakout Map) is based upon additional metrics covered in the Long Term Facility Annex.

Table 5 Needed Full Time Units for 1st Due Availability

Year	Fire	EMS	Total	Units Needed
2018	662	1,550	2,212	1.13
2019	794	1,744	2,537	1.30
2020	952	1,962	2,913	1.49
2021	1,141	2,207	3,348	1.71
2022	1,368	2,483	3,851	1.97
2023	1,573	2,793	4,367	2.23
2024	1,731	3,142	4,873	2.49
2025	1,852	3,535	5,387	2.75
2026	1,981	3,977	5,958	3.04
2027	2,120	4,474	6,594	3.37
2028	2,269	5,033	7,302	3.73
2029	2,427	5,663	8,090	4.13

The Community Risk Reduction Staff conducts fire code inspections of all commercial occupancies twice a year in West Fargo. The average time to complete one inspection is 65 minutes, and an average of 7% need a re-inspection to correct fire code violations. One inspector can handle roughly 1,349 inspections a year, or 700 occupancies. The time of the inspectors is further constrained by public education, of which consumes around 25% of the inspectors work hours a year.

Table 5 Total Work Hours by Inspector

Year	Occupancies	Total	Re- Inspections	Total Work Hours	Inspectors Needed
2019	1,500	3,000	1,200	4,452	3.30
2020	1,550	3,100	1,240	4,600	3.41
2021	1,600	3,200	1,280	4,749	3.52
2022	1,650	3,300	1,320	4,897	3.63
2023	1,700	3,400	1,360	5,046	3.74
2024	1,750	3,500	1,400	5,194	3.85
2025	1,800	3,600	1,440	5,342	3.96
2026	1,850	3,700	1,480	5,491	4.07
2027	1,900	3,800	1,520	5,639	4.18
2028	1,950	3,900	1,560	5,788	4.29
2029	2,000	4,000	1,600	5,936	4.40

Recommendations

Administration - To establish a strong foundation, the department should expand the full time administrative staff so that like functions are assigned to separate personnel. This will aid in accountability of work and let those assigned to specific functions concentrate on and excel at those functions. In anticipation of a larger workforce to manage, hiring these positions before hiring more operational or community risk reduction personnel will allow the department to get plans and programs, policies and operating guidelines established.

In the year 2020, the department should create two new positions in the Administration Division and add a position to the newly formed Support Division. The Fire Marshal should also be changed from Risk Reduction to Administration. This would place three Deputy Chiefs directly reporting to the Chief; Deputy Chief of Risk Reduction (Fire Marshal), Deputy Chief of Operations, and Deputy Chief of Support. The current Assistant Chief of the department should be eliminated from the paid on call roster. A Training Captain should be added to report directly to the Deputy Chief of Support, while the Batt Chiefs will report directly to the Deputy Chief of Operations.

Lastly, an additional office assistant should be hired before 2025, to handle increases in office duties for all divisions. See Appendix B for the full list of plans/programs/boards that will be assigned to the administrative staff.

Operations – to reduce the call volume per unit, reduce the overall work utilization rate to a safer, improve response times and to provide promotion opportunity for the full time staff, the department should hire 14 new positions as soon as a new building is built with enough space for

these employees, but no later than 2023. Two of these positions would be Battalion Chiefs, combining with the single full time Battalion Chief already in place, and moving the paid on call battalion chief position to full time. This would result in the ability to provide 24 hour coverage of a supervisor. Three of these positions would be Captains and nine would be firefighters to make three crews of four to staff Engine 76 full time. A re-alignment of the paid on call firefighters to six companies under the Battalion Chiefs should occur as well, with the minimum number needed to be 37 paid on call employees.

Looking forward, in the year 2027, an additional twelve firefighters should be hired to staff a station to be built in Planning Zone 2. See Appendix C “Planning Zone Map” and Long Range Facility Plan Annex to the Strategic Plan.

Community Risk Reduction – to provide enough work hours to inspect every commercial occupancy twice a year for compliance with the fire code, an additional fire inspector should be hired in 2024, with a specialized Public Education/Public Information Officer to be hired in 2025. This will allow for a more efficient flow of work; fire inspectors are responsible for commercial inspections while the public education specialist will be responsible for public outreach and education. The takeaway is that 25% of the inspector’s time will be gained for inspections, and the public education specialist will be able to take on more community outreach, a strategic goal in the 2019-2023 Strategic Plan.

Table 7 Total Employee Count 2019-2029

Total Employee Count					
Year	Full Time	Paid on Call	Full Time	Paid on Call	Total
2019	18	45			63
2020	18	45	3		66
2021	21	45			66
2022	21	45			66
2023	21	45	14	-8	72
2024	35	37	1		73
2025	36	37	2		75
2026	38	37			75
2027	38	37	12		87
2028	50	37			87
2029	50	37			87

Table 8 Total Employee Count by Division

Total Employees by Division					
Year	Admin	Operations	Support	Risk Reduction	Total
2019	2	57	1	3	63
2020	5	57	3	3	68
2021	5	57	3	3	68
2022	5	57	3	3	68
2023	5	61	3	3	72
2024	5	61	3	4	73
2025	6	61	3	5	75
2026	6	61	3	5	75
2027	6	73	3	5	87
2028	6	73	3	5	87
2029	6	73	3	5	87

Appendix A

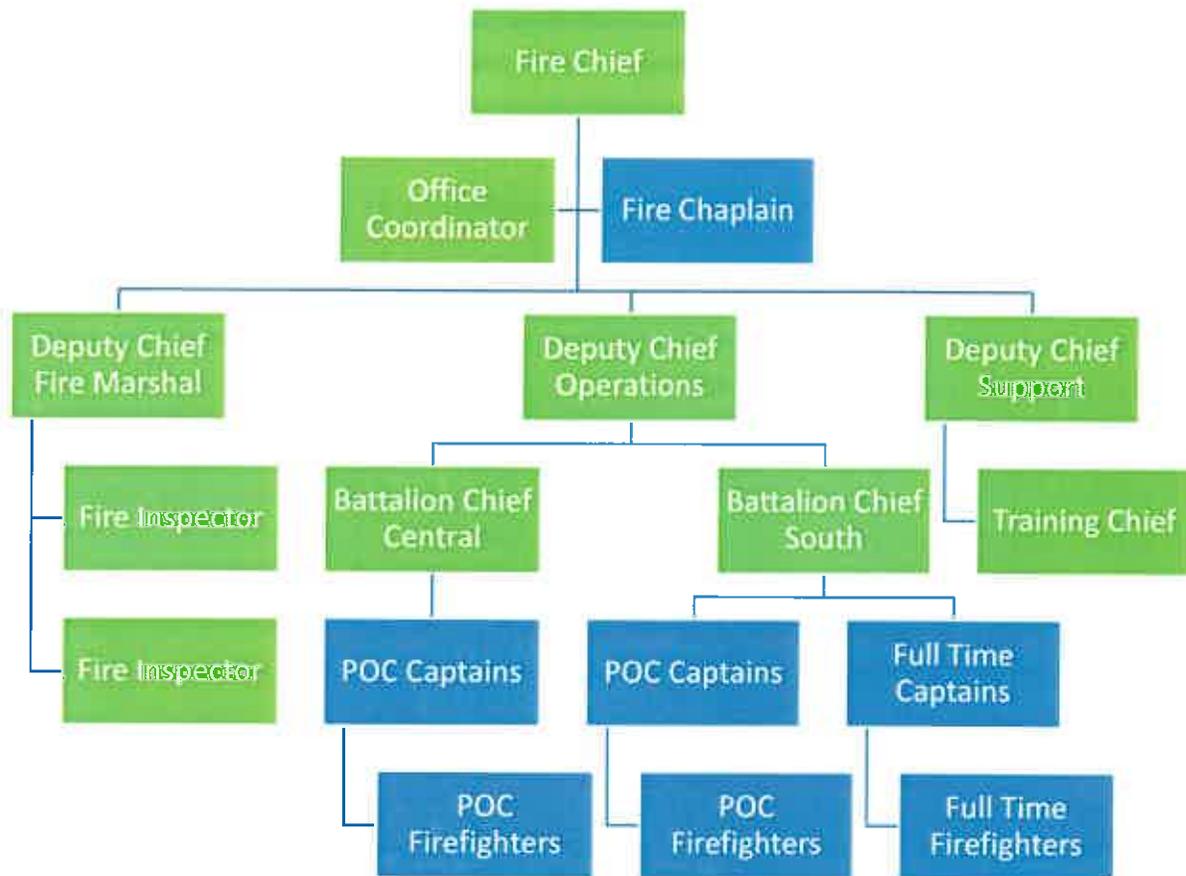


Figure 2 2020 Organizational Chart

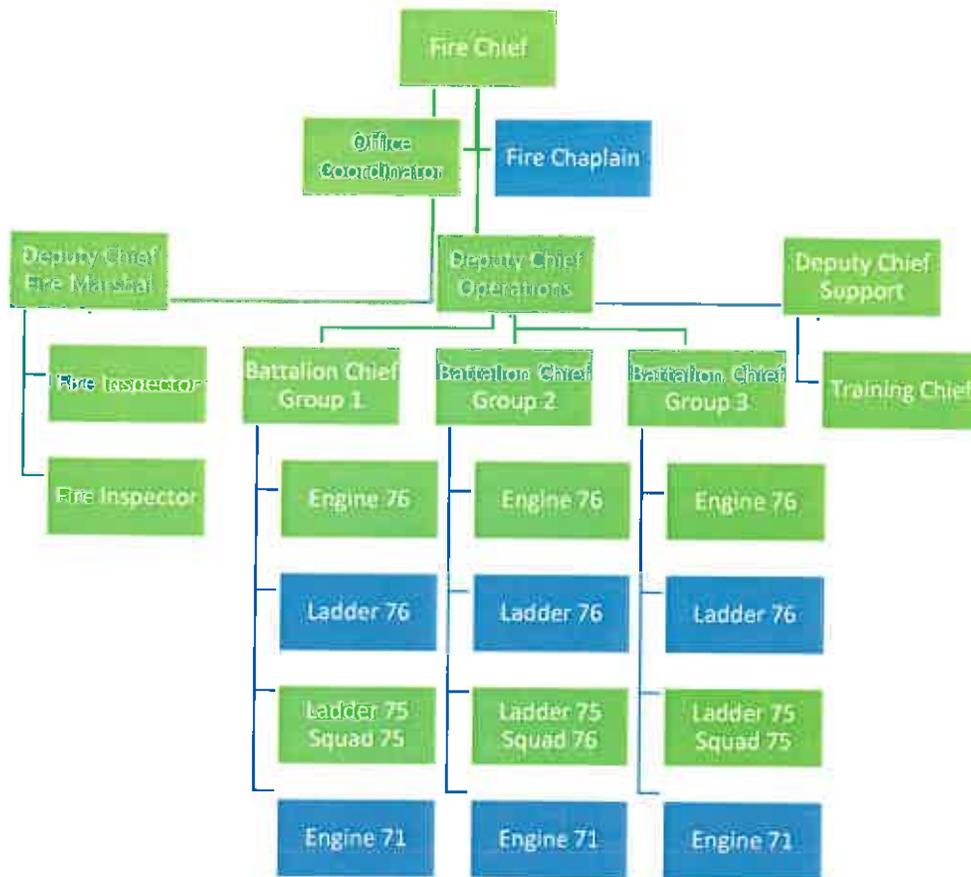


Figure 3 2023 Organizational Chart

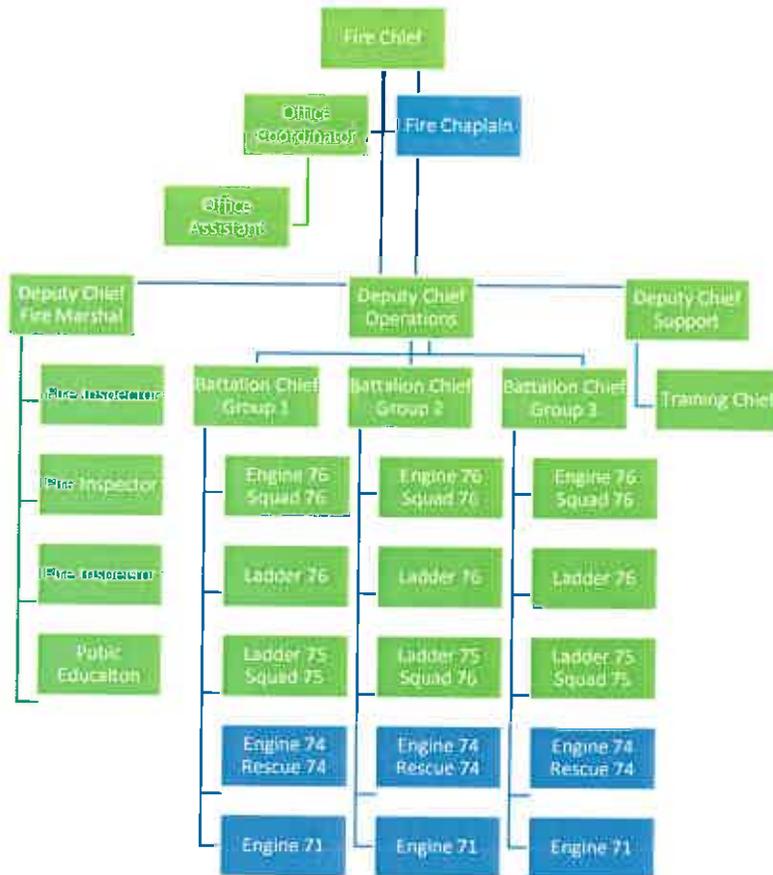


Figure 4 2027 Organizational Chart

Appendix B
2019 vs 2023 Program List

<i>Today</i>	<i>Task</i>	<i>Function</i>	<i>Future</i>
Fire Chief	RRRDC Board of Authority	Administration	Fire Chief
Fire Chief	Equipment Ordering/Funding	Administration	Fire Chief
Fire Chief	Apparatus Ordering/Funding	Administration	Fire Chief
Fire Chief	Sanford Paramedic Edu. Board	Administration	Fire Chief
Fire Chief	Mstate Fire Tech Board	Administration	Fire Chief
Fire Chief	FM Chamber	Administration	Fire Chief
Fire Chief	MetroCog Programs	Administration	Fire Chief
Fire Chief	ND Fire Chiefs	Administration	Fire Chief
Fire Chief	Local Emergency Planning Committee	Emergency Management	Dep Chief of Ops
Fire Marshal	Emergency Management (WF)	Emergency Management	Dep Chief of Ops
Fire Chief	Fire/EMS Operations Committee	Operations	Dep Chief of Ops
Batt Chief	Apparatus Research/Spec	Operations	Dep Chief of Ops
Fire Marshal	Cass Unified School Response	Risk Reduction	Dep Chief of Risk Reduction
Fire Marshal	School Public Education Group	Risk Reduction	Dep Chief of Risk Reduction
Fire Marshal	Senior Fire Safety	Risk Reduction	Dep Chief of Risk Reduction
Fire Marshal	Workplace Fire Safety	Risk Reduction	Dep Chief of Risk Reduction
Fire Marshal	Crime Free Housing	Risk Reduction	Dep Chief of Risk Reduction
Fire Chief	Accreditation	Support	Dep Chief of Support
Batt Chief	Equipment Research	Support	Dep Chief of Support
Batt Chief	Tracking of PPE	Support	Dep Chief of Support
Batt Chief	Apparatus Maintenance	Support	Dep Chief of Support
Batt Chief	Building Maintenance	Support	Dep Chief of Support
Fire Marshal	Safety/WSI	Support	Dep Chief of Support
Fire Chief	PIO	Support	Dep Chief of Support
Batt Chief	Unmanned Aircraft Team	Support	Training Officer
Fire Chief	IT Programs	Support	Training Officer
Fire Chief	Heartsmart	Support	Training Officer
Batt Chief	Hazmat Training	Training	Training Officer
Batt Chief	Fire Training	Training	Training Officer
Batt Chief	EMS Training	Training	Training Officer
Batt Chief	EMS Certification Management	Training	Training Officer

Appendix D
Comparable Cities

	Population	Per Cap	Call Volume	CV per Cap
<i>West Fargo</i>	37824	37.824	2850	75.35
<i>Fargo</i>	122539	122.539	11020	89.93
<i>Moorhead</i>	42005	42.005	3828	91.13
<i>Edina</i>	50603	50.603	5728	113.19
<i>St Louis Park</i>	48124	48.124	5249	109.07
<i>Mankato</i>	41241	41.241	2878	69.78
<i>Maplewood</i>	40127	40.127	5959	148.50
<i>Richfield</i>	35993	35.993	4286	119.08
<i>Cottage Grove</i>	35902	35.902	3026	84.28
<i>Roseville</i>	35624	35.624	4787	134.38
<i>Rochester</i>	112683	112.683	10285	91.27
<i>Duluth</i>	86066	86.066	13239	153.82
<i>Shakopee</i>	40024	40.024	808	20.19
<i>Average</i>	52639	53	5625	104

Long Range Facility Plan Annex

LONG RANGE FACILITY PLAN 2019-2029



Background

The City of West Fargo, North Dakota, is a core city of the Fargo-Moorhead Metropolitan Statistical Area (MSA) along with Fargo, Moorhead and Dilworth, MN. The total population of the MSA is estimated to be 233,500 in 2018, and the City of West Fargo was estimated at 37,824 in the same year. The city has experienced tremendous growth since the early 2000's, exploding from 15,000 to 25,000 in the ten year period from 2000 to 2010. Some estimates place the city at 46,000 in the next ten years, without expansion of the current geographic footprint. The first homestead in what is now the City of West Fargo, was established by John Haggard in 1872. By 1918, the homestead had grown to a Village, and in 1925 the village became the Village of West Fargo. In 1937, the City of Southwest Fargo was incorporated and in 1967 the city was renamed West Fargo.

The West Fargo Fire Department was officially established in 1940, when the city was still the Village of Southwest Fargo. In 1940, the fire station was a wood garage located at the corner of 1st St and 1st Ave, where the current Central Station is located. This garage housed a single 1936 engine. In 1950, the facility was improved to a two stall,



Village of Southwest Fargo Fire Station in 1940

concrete building and a second engine was purchased. This station is still the Central Fire Station today, and has had five additions over the years. Eleven years after opening, offices were added to the north side of the building to provide office space for newly hired full time fire

department staff, and offices for the city commission and auditor. Three additional stalls were built between the first station and the office spaces. A year later, in 1967, a kitchen, offices, and a meeting room was added to the west part of the station. In 1979, a 4,000 square foot addition was added to the building, adding



West Fargo Fire Station in 1950

two more truck bays to the north and expanding the meeting room. Lastly, in 2000, the final addition was made to the station; a second floor over the existing office space along the south



West Fargo Fire Station in the late 1970's

part of the station, two more large truck bays to the north, and an expanded meeting room space. In 2016, the office and training areas were re-painted and re-floored. Other station improvements include a plymovent exhaust system and gear washer in 2019.

The Southside Fire Station, located at 445 29th Ave W, was built in 2013 as a three bay, two story building using concrete “tip up” construction. The second floor of the building was built but left as an open space for future needs. On the first floor, three offices, a conference room, lobby area, watch room, and police sub-station were added. Two of the three bays were made to be drive through. In 2018, the department began full time staffing at this station, and a design

was made to finish the second story of the station. Today, the building has living space for four firefighters on duty 24 hours a day. A full gym was added to the second floor, as well as male and female bathrooms. A full time battalion chief was also added in 2018, and the office space for that position was also utilized. The lobby, is the only open space available in 2019.



Southside Fire Station in 2018

In the late 1990's the department was able to utilize land owned by the city of West Fargo for a training grounds. This land is still owned by the city, but the training props are owned by the department. Located at 332 7th Ave NE, this triangle section of land is graveled, without utilities, and has a small access road off 7th Ave. Bordered by the mainline BNSF tracks to the north, a Southeast Cass Water District drain to the east, and a rail spur for Cargill to the west, there is only one way in and out of the space.

On the lot, the department built a burn building of three 40' long conex shipping containers. A second floor with windows and two means of entry/egress, along with a burn area on the first floor round out the features of the building. In 2018, the wood floor (1st floor) was removed and a concrete pad was poured with the intent of expanding the life of the building.

A large section of the lot is used for automobile extrication. As a result of a partnership with a local towing/wrecking company, the department has 10 to 15 old cars available at any given time on the lot for training.

Impacts on Facility Needs

The needs of the department moving forwards are based on three factors; increased call volumes and demands, more staff to meet those demands, and location of facilities to best serve the public. As outlined in the 2019-2029 Staffing Plan, the department needs to expand the overall number of full time units to meet demands that will exceed 8,000 calls for service by the year 2029. Looking forward, in 2023, a second full time unit should be added, a third full time unit in 2026 and a fourth full time unit in 2029. This information is based on the hours of task level work, coupled with desired downtime for safety, and total response hours (response, on scene, and report writing) increasing each year. Overall, one four person station can handle up to 1,978 calls for service. To staff these units, plus the paid on call units, a total of 73 operations personnel will be in place by 2027, with 50 full time and 37 paid on call.

Year	Fire	EMS	Total	Units
2018	662	1,550	2,212	1.13
2019	794	1,744	2,537	1.30
2020	952	1,962	2,913	1.49
2021	1,141	2,207	3,348	1.71
2022	1,368	2,483	3,851	1.97
2023	1,573	2,793	4,367	2.23
2024	1,731	3,142	4,873	2.49
2025	1,852	3,535	5,387	2.75
2026	1,981	3,977	5,958	3.04
2027	2,120	4,474	6,594	3.37
2028	2,269	5,033	7,302	3.73
2029	2,427	5,663	8,090	4.13

Figure 1 2019-2029 Units to meet Call Volume Demands

Beyond call volume increases, the increases in administrative duties and Community Risk Reduction activities also necessitate additional staff over the next ten years. As described in the staffing plan, the increases in administrative staff begin in 2020, with three new Deputy Chiefs and a Training Officer. By 2025, an additional office assistant is hired. In the Community Risk Reduction Division, an additional staff member is hired in 2024, and another in 2025. All told, there will be 14 daytime staff working by 2025. In the operations division, the need for additional full time crews of four firefighters to handle the call volume without overloading any one crew was also laid out and justified. By 2023, a full time crew needs to be added with the location known to be north of Interstate 94 with another in 2027 and possibly another in 2029.

One station in the northern part of the city will have to have the room to accommodate 14 daytime staff and five to nine full time staff. These accommodations would include office space, kitchen space, fitness areas, and classrooms for training, conference and meeting rooms, and storage for equipment. Parking for staff cars as well as personal vehicles for staff will also be a concern.

Another impact is the location and condition of the Central Fire Station, located at 106 1st St. The current location was indeed “central” to the older part of West Fargo, from Main Ave



1991 Aerial Image of West Fargo

south to 13th Ave, but that has changed. In 1990, the US Census reported a total of 12,287 resident in West Fargo. Satellite imagery from that 1991 shows the concentration of housing stock north of 13th Ave, south of Main Avenue, west of 9th St E and east of 8th St W. Today, this area is well developed in each section, a total of six square miles with an estimated 15,000 residents. The city has expanded to a total of 14.4 square miles and a population estimated at be 37,820 at the end of 2018. The northern end of the city has expanded enough that several densely populated areas are outside of a 1.5 mile response zone, which is the most desirable distance to keep response times as low as possible.

The feasibility of remodeling or adding on to the current Central Station also needs to be questioned. Today, the building has seven offices; the Fire Chief, Fire Marshal and Office Coordinator all have their own office in the newer part of the building. An additional office is shared by two fire inspectors in that area as well. The Rural Fire Chief has an office and small meeting room in the 1967 addition, and the relief association has an office suite that is used for fundraising. That section of the building has a basement area that would need to be addressed if any other rehab work took place throughout the entire building. The second floor area is not large enough for the gym, locker rooms, dayroom, and bedrooms for five to nine operational staff. Lastly, the training room has seats for 50 members, leaving 13 without space for training sessions.

The impacts on the Southside Fire Station are minimal; the location is good, and the accessibility to major roads is also very well suited for the location. In 2018, the second floor of the building was finished for living quarters for the full time crews stationed there. With the additional command staff officers coming on line, all office space will be utilized. After these positions, along with the Training Officer and Battalion Chief are moved to a new building, two offices

will open up, allowing for work areas for Fire Inspectors who might be working on that end of the city or future support staff.

Planning Zone Concept

The department has adopted six planning zones, keeping all risks within 1.5 miles of the center of the planning zones. The Planning Zone Map is used to publish metrics of performance with these planning zones for a Standards of Cover/Community Risk Assessment document, to be published at a later date during the department's accreditation process. Today, these geospatial representations help to show where the bulk of the call volume is, and how the additional units the staffing plan calls for will be divided.

PLANNING ZONE 1	NORTH OF I-94
CENTRAL STATION RESPONSE	East of 1 St
424 EMERGENCY UNIT RESPONSES	South of Main Ave E
100 NON EMERGENCY UNIT RESPONSES	West of Fargo City Limits

PLANNING ZONE 2	NORTH OF I-94
CENTRAL STATION RESPONSE	West of 1st St
451 EMERGENCY UNIT RESPONSES	South of Main Ave W
71 NON EMERGENCY RESPONSES	West to City Limits

PLANNING ZONE 3		SOUTH OF I-94
SOUTHSIDE STATION RESPONSE		East of City Limits
365 EMERGENT UNIT RESPONSES		North of 38th Ave W
45 NON EMERGENT RESPONSES		West of City Limits

PLANNING ZONE 4		SOUTH OF 38TH AVE W
SOUTHSIDE STATION RESPONSE		East of City Limits
55 EMERGENT UNIT RESPONSES		North of City Limits
21 NON EMERGENT RESPONSES		West of City Limits

PLANNING ZONE 5		NORTH OF MAIN AVE W
CENTRAL STATION RESPONSE		West of Sheyenne River
45 EMERGENT UNIT RESPONSES		South of City Limits
16 NON EMERGENT RESPONSES		West to City Limits

PLANNING ZONE 6		NORTH OF MAIN AVE W
CENTRAL STATION RESPONSE		East of Sheyenne River
26 EMERGENT UNIT RESPONSES		South of City Limits
16 NON EMERGENT RESPONSES		East to City Limits

Planning Zone 3 is the only zone where a fire station is located today. Of the other planning zones, one and two have two thirds of the volume of calls with both over 500 calls per zone. Zones six, five and four are under sixty calls each, therefore these zones do not reach a level to warrant building stations within these areas. However, zone four has the most probable forecast

to achieve rapid growth and in turn, an increase in call volumes. Also important to note, is the rapid effect of compounding call volume increases over the next ten years will have on distribution of call volume. More than likely, the ratios of the overall call volumes seen in the 2018 study will be altered by 2023.

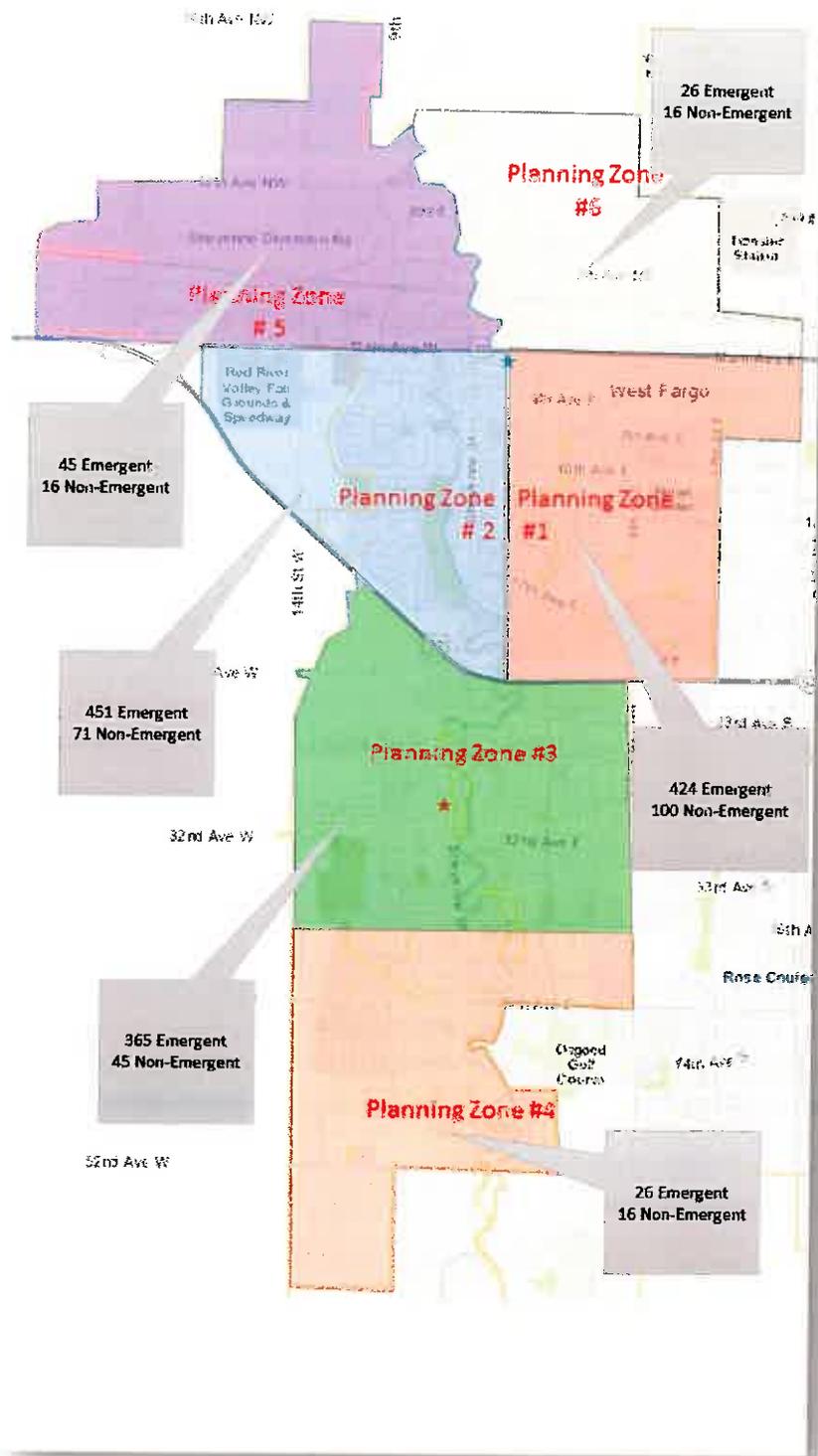


Figure 2 2018 Call Volume by Planning Zone

Recommendations

Moving forward, the department should establish the baseline benchmark that a new planning zone is established whenever land is annexed into the city. As soon as 10% of the call volume from the adjacent zones are responding into the new zone, land should be identified and secured for future building. When more than 25% of the call volume of the adjacent zones are responding into the new zone, a design and site preparation should occur. When these levels reach more than 35%, the station should be built and manned. In 2019, two new fire stations are needed north of Interstate 94. One located in Planning Zone 1 and the other in Planning Zone Two. Within seven to ten years, a new station in Planning Zone 4 will be needed as well.

Planning Zone 1 - Fire Headquarters

This area is in need of a new fire station, and due to the proximity to major thoroughfares, City Hall, and the downtown area, this station should be the Fire Department Headquarters. The department and city should move quickly to secure land close to 9th St E and 13th Ave E. Today, an empty on 10th Ave E in the 1000 block is open for development. This land is approximately 5 acres in size, and the station would most likely need only 2.5 acres. Work should begin immediately to verify this land would meet drive time goals of 4 minutes to a majority of the response area. Other land parcels in the 13th Ave/9th St E area should be evaluated as well.

Fire Headquarters Timelines

Purchase Land	2019-2020
Station Design	Mid 2020
Begin Construction	Spring 2021
Finish Construction	Late Summer 2022
Move Administration and Risk Reduction Staff	Fall 2022
Begin 24 hour staffing	January 1st, 2023

This building will be staffed, initially, with a crew of five, plus 18 paid on call staff. Room should be made for an additional crew of four to staff a second full time piece of apparatus as call volumes grow. The needs of the station are listed below.

- Office space for 14 daytime administration and risk reduction staff
- Training auditorium large enough to accommodate 100 personnel
- Locker rooms for daytime and operational staff
- Living Quarters (bedrooms and dayroom) for nine personnel
- Kitchen/lunchroom large enough for twenty-four
- Fitness area with space to handle up to 15 firefighters/staff
- Parking to accommodate up to 75 spots
- Underground or enclosed parking for staff cars

Planning Zone 2 – West Creek Fire Station

This area is in need of new fire station, however this should be a “substation” with only truck bays, a small meeting room and living quarters for four personnel. The main thoroughfare through planning zone two is 13th Ave W.

West Creek Fire Station Timelines

Purchase Land	2022-2023
Station Design	Mid 2024
Begin Construction	Spring 2025
Finish Construction	Late Summer 2026
Begin POC Staffing	January 1st, 2026
Begin 24 hour staffing	January 1st, 2027

The station should be located along the western edge of the corridor, between 8th St and 15th St W. In the event that the city annexes land to the west, and an overpass is built over the interstate along 13th Ave, this station would be in a prime location to service the new area of expansion to the west. However, the corridor study recommendations and subsequent construction could put the progress of the project on hold, while the overpass and any improvements are made.

Fargo – West Fargo Metro Area Fire Training Center

The need for an updated Training Center is evident, and coincidentally, the Fargo Fire Department is also looking towards a new training center as well. Due to the limited areas that the department could place a training center with the capability of conducting live burn scenarios (industrial) the training center would have to be north of Main Ave in the industrial areas of West Fargo. This is the same area that Fargo Fire is looking forward to a training center as well. The recommendation is that the department begin investigating a co-located training center, to share the cost of development and maintenance.

Grant opportunities could also be available for a project with this scope and partnership. There is an 82 acre section of land that lies within West Fargo city limits, but is owned by the City of Fargo, located at the corner of 12th Ave E and 9th St E. This would be an ideal location for a joint Fargo-West Fargo Training Center.

Fargo-West Fargo Metro Area Fire Training Center

Purchase/Approve Land	Early 2020
Training Center Design	Fall 2020
Begin Construction	Spring 2021
Finish Construction	Late Summer 2021

Planning Zone 4 – The Wilds Fire Station

In planning zone 4, a second “substation” will need to be built closer to the end of the operational life of this document. There are two large developments in the Wilds area that are yet to be complete. However these two developments will add 1,500 new units to the planning zone. The expected increase in call volume will necessitate this station being added.

Although the dates are undetermined at this time, the department should be looking for open land along 9th St W, from 32nd Ave to Mulberry Lane. Acquiring this land sooner rather than later will keep costs down for the future project.

The Wild Station should mirror the West Creek Station with two double bays for apparatus, living quarters, a fitness area, kitchen, office, meeting room and dayroom.

The Wilds Fire Station

Purchase/Approve Land	2027
Training Center Design	2028
Begin Construction	2029
Finish Construction	2030

ORDINANCE NO. 1146

AN ORDINANCE TO REPEAL CHAPTER 14-05 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO BENCH SIGN FRANCHISE.

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

SECTION 1. Chapter 14-05 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use.

CHAPTER 14-05
BENCH SIGN FRANCHISE
(Source: Ord. 854, Sec. 1 [2009])

SECTIONS:

- ~~14-0501. Permit for Benches.~~
- ~~14-0502. Construction and Design.~~
- ~~14-0503. Five-Year Permit and Revocation Thereof.~~
- ~~14-0504. Regulations Governing Location of Bench Signs.~~
- ~~14-0505. Removal of Benches.~~
- ~~14-0506. Advertising Revenue.~~
- ~~14-0507. Indemnity.~~
- ~~14-0508. Liability Insurance.~~
- ~~14-0509. Default.~~
- ~~14-0510. Named Representative.~~

~~14-0501. Permit for Benches. The City may grant the exclusive right, privilege, and permission to an entity, at its own expense, to install, place and maintain courtesy benches on that portion of the public street between the curb and the property line, subject, however, to the obtaining of a permit and following other regulations contained in this chapter. Provided, however, from the enactment of this Ordinance through January 7, 2016, the City may grant a second temporary franchise to an entity subject to the same terms as the current franchise for a maximum of 15 benches, at sites other than where first franchisee has benches located.~~

~~14-0502. Construction and Design. The material, construction and design of such benches shall be approved by the Zoning Administrator of the City of West Fargo. A denial of a bench under this section may be appealed to the Planning and Zoning Commission.~~

~~14-0503. Five-Year Permit and Revocation Thereof. The bench sign permit granted July 1, 2010, prior to the enactment of this ordinance, shall remain in full force and effect under the terms of the ordinance in effect at the time it was granted through January 7, 2016. On September 8, 2015, the Zoning Administrator will open any sealed bids received for a five-year bench sign franchise commencing January 8, 2016, and terminating on June 30, 2020. The bid shall be in a form provided by the Zoning Administrator which will set forth that the bidder will comply with all of the terms of Chapter 14-05 of the West Fargo Ordinances and set forth the annual payment the bidder will make each year for each bench placed into service under a bench sign permit. The price per bench shall be constant for the full five-year period, and, at a minimum, be for 20 benches, even if 20 bench~~

~~signs are not placed. The exclusive five-year franchise will be granted to the bidder with the highest bid price per bench by resolution of the City Commission. The Zoning Administrator shall grant a permit effective January 8, 2016, which permit shall set forth the approved sites for the bench signs. Prior to January 8, the franchisee shall pay the City the price per bench in their bid for every bench sign covered by the permit, but in no event less than 20 bench signs. If additional bench signs are added after the first payment, the payment for additional bench sign(s) must be received by the Zoning Administrator prior to installation of additional bench signs, and those locations will be added to the permit. On or before each July 1 thereafter during the term of the franchise, the franchisee shall pay the Zoning Administrator the price per each bench covered by the permit then in effect. Four months before the expiration of the five-year franchise expires, the Zoning Administrator shall open sealed bids for the next five-year period, and the City Commission shall award the new franchise by resolution. Provided, that if for any reason the franchise is revoked prior to the end of the five-year period, the Zoning Administrator shall request sealed bids for a new five-year period.~~

~~14-0504. Regulations Governing Location of Bench Signs. The Zoning Administrator must approve all proposed locations for bench signs under this Chapter pursuant to the policy approved by the Planning and Zoning Commission. All locations previously approved will be automatically approved unless removed from the permit pursuant to Section 14-0505. The franchisee may appeal the denial of a location by the Zoning Administrator to the Planning and Zoning Commission. The Planning Commission may amend the policy from time to time, after giving notice to current holder of franchise of proposed changes. The franchisee may appeal the policy set by the Planning and Zoning Commission to the City Commission and request the City Commission amend or revise such policy. No more than 35 bench signs may be permitted under a permit.~~

~~14-0505. Removal of Benches. The franchisee agrees to remove any courtesy bench which is not included in the permit within sixty (60) days of the granting of the permit. In addition, after a particular bench location has been included in the permit, the Planning and Zoning Commission may request its removal for just cause after providing the franchisee an opportunity to appear at a meeting to discuss that particular sign. Any such sign ordered to be removed must also be removed within sixty (60) days of the date of such order. There shall be a right of the franchisee to appeal the decision of the Planning Commission to remove a bench sign to the West Fargo City Commission, provided notice of appeal is submitted within thirty (30) days of the decision of the Planning Commission ordering the removal of any sign. The franchisee shall not have the right to place any new benches in the City unless such location is included in the permit that has been granted. If the franchisee places a bench for which there is no permit, such bench must be immediately removed, and is grounds for termination of the entire permit and franchise.~~

~~14-0506. Advertising Revenue. The franchisee shall have the right to place and maintain on its benches display advertising and materials subject to the limitations of this ordinance, and shall receive all revenue received therefrom.~~

~~14-0507. Indemnity. The franchisee agrees that it will defend, save harmless and indemnify the City of West Fargo, its officer, agents and employees, from any claim, demand, action, liability, damage, or judgment which may arise out of the operation, location, maintenance and use of said benches.~~

~~14-0508. Liability Insurance. The franchisee shall obtain and deposit with the City Auditor of the City of West Fargo policies covering public liability and property damage insurance for the protection of patrons and other users of said courtesy benches, including the City of West Fargo, in responsible insurance companies; the amount of indemnity of such policies shall be not less than \$350,000 for injury to one or more persons in any one accident; the amount of indemnity for property damage in such insurance policy shall not be less than \$100,000. Such a policy shall also contain a~~

~~provision requiring the insurer to notify the City Auditor of the City of West Fargo at least fifteen (15) days before the expiration of such policy either by cancellation or limitation.~~

~~14-0509. Default. This franchise is made upon the expressed condition that if the franchisee fails to keep any or all of the covenants and agreements contained in this franchise ordinance, then the franchise shall become null and void at the option of the City, provided that the City shall first give written notice to the franchisee at least thirty (30) days prior to its intention to terminate the franchise and shall set forth therein the specific breach of the franchise and the City's intention to declare the franchise forfeited if such breach not be corrected within the 30-day period.~~

~~14-0510. Named Representative. The franchisee hereby agrees to file a written notice with the City Planning Commission of a name of a representative of the franchisee to whom all calls, correspondence, etc., may be referred to as it relates to the purposes of this franchise. Said notice shall contain the name, address and phone number of said representative. Any notice that the City is required to give to the franchisee is sufficient if it is given to the person set forth as named representative at the address filed with the City. If the franchisee fails to supply the City Planning Commission with the named representative pursuant to this section, franchisee shall be deemed to have waived all notice requirements of this ordinance or other law.~~

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after July 1, 2020.

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Jim Larson

Phone Number: *

701-433-5302

Email Address:

jim.larson@westfargond.gov

Date *

12/12/2019

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Presentation of Financial Model for potential West Fargo Expo Center

Site Address or Legal Description (if applicable)

Red River Fair Grounds

Action Being Requested from City Commission *

Informational

Upload Additional Documentation (Optional):

West fargo expo center 12.16.19.pdf

24.37KB

West Fargo Expo Center

Financial Model

Prepared by: Jim Larson, Finance Director

Introduction

- ▶ Study was completed by Stone Planning regarding viability of an Expo Center located at the Red River Fair Grounds in West Fargo
- ▶ Next step was to explore the financial options for developing the Expo Center located at the Red River Fair Grounds
- ▶ Sensitivity testing

Considerations

- ▶ Sources of funds to construct the Expo Center
- ▶ Ongoing financial operations per the Stone Planning report
- ▶ Foot print of the facility is based on the areas identified in the Stone Consulting report
- ▶ Cost to build is based on current construction costs provided by local consultants
- ▶ Cash flow is for 2020 through 2035

Outcomes

- ▶ Scenario #1 - Base assumptions - most realistic
 - ▶ City of West Fargo contribution \$2,750,000
 - ▶ RRVF contribution \$1,500,000
 - ▶ Assumed valuation increase for TIF District \$30 per Square Foot
 - ▶ **Cash Deficit** \$8,300,000

Outcomes

- ▶ Scenario #2 - Set inputs to make it work
 - ▶ City of West Fargo contribution \$2,750,000
 - ▶ RRVF contribution \$8,000,000
 - ▶ Assumed valuation increase for TIF District \$35 per Square Foot
 - ▶ Cash Deficit none

Sensitivity

- ▶ Ability to develop property at the desired improvement amount.
\$1 change in valuation is \$400,000.
- ▶ One year change in the TIF valuation ramp up is \$660,000
- ▶ Change in cost with \$10 per square foot is \$850,000



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Jim Larson

Phone Number: *

7014335302

Email Address:

Jim.Larson@westfargond.gov

Date *

12/12/2019

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Results of sale of Refunding Improvement Bonds

Site Address or Legal Description (if applicable)

800 4th Ave E, STE 1

Action Being Requested from City Commission *

Update to commission

Upload Additional Documentation (Optional):

Refunding Bond Issue 2019B 12.16.19.pdf

86.14KB



City of West Fargo Refunding Bond Issue 2019B

Total Bond Issue of: \$55,105,000



Background Information

- ▶ Refinance bond issues

Issue	Bond Outstanding
▶ Refunding 2010B	\$4,525,000
▶ Refunding 2011C	\$6,745,000
▶ Refunding 2012A	\$9,910,000



Background Information

- ▶ New Money for 14 projects **\$34,802,832**
- ▶ Bonds were negotiated on December 11, 2019



Information related to the bond sale

- ▶ A summary of the results are below.
 - ▶ Bond Purchase Agreement Dated/Executed: 12/11/19 at 10AM CT
 - ▶ Closing/Settlement Date: **12/23/19**
 - ▶ Call Date: **5/1/26 at par**, [6 years instead of a usual 7-10 years]
 - ▶ **TIC %: 2.9411876%** (Not to exceed 4.50% Parameter)
 - ▶ PV Savings: **7.656% or NPV \$1,621,587**
 - ▶ Average Annual Cash Flow Savings: **\$117,837**
 - ▶ Prior Bond Redemption Date: **1/13/20**

Background Information

► Refinance bond issues

<u>Issue</u>	<u>Bonds Outstanding</u>	<u>Net Present Value Benefit</u>
► Refunding 2010B	\$4,525,000	\$ 319,241.64
► Refunding 2011C	\$6,745,000	\$ 498,072.76
► Refunding 2012A	\$9,910,000	\$ 804,273.51
► <u>Total Net Present Value Savings:</u>		<u>\$1,621,587.91</u>



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5300
www.westfargond.gov

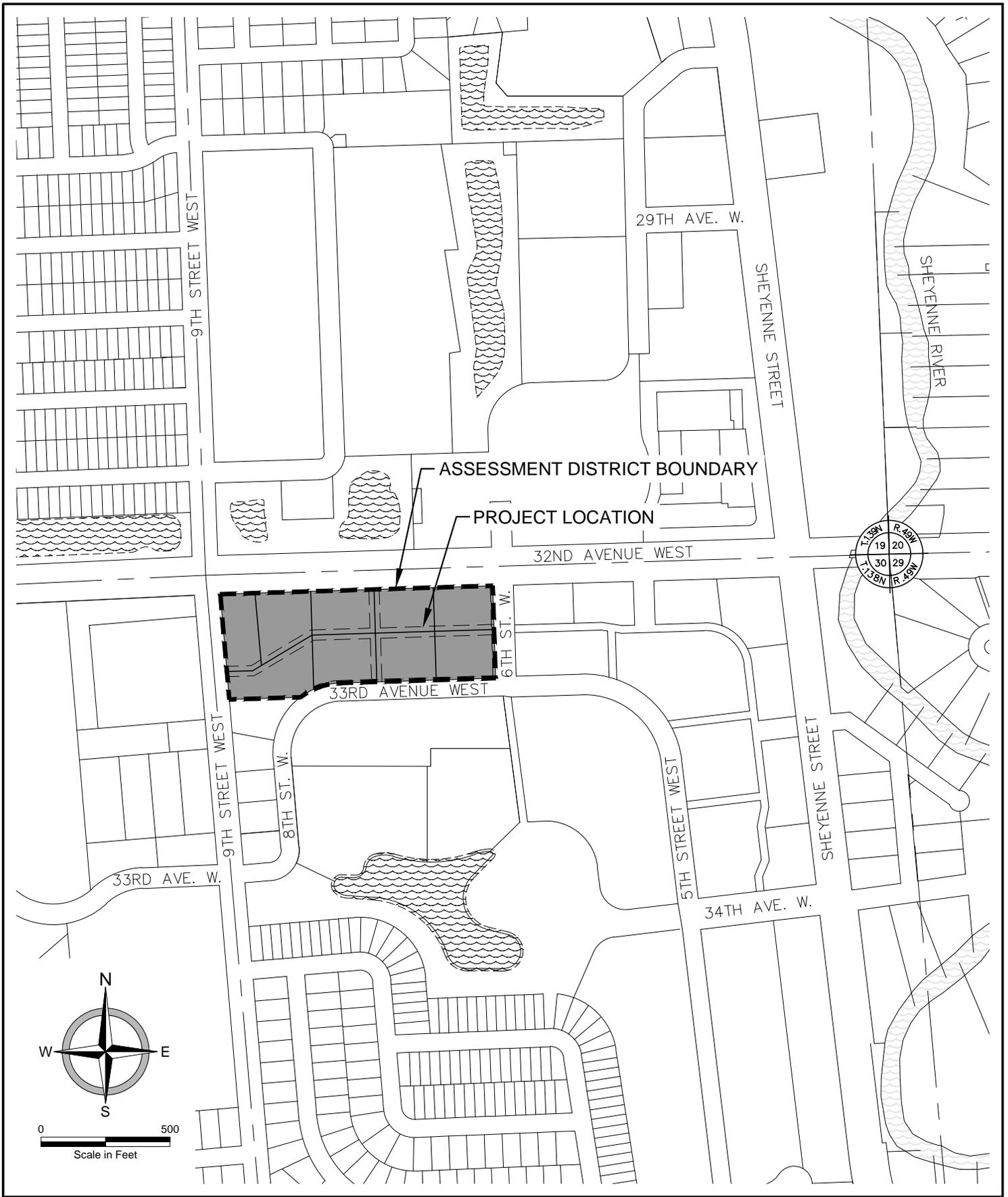
AGENDA ITEM REQUEST
BOARD OF CITY COMMISSIONERS
WEST FARGO, NORTH DAKOTA

OFFICE USE:
AGENDA ITEM # 7

- CONTACT PERSON(s):
 - Dustin T. Scott, City Engineer (433-5425)
- DATE OF MEETING: **December 16, 2019**

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

- DESCRIPTION OF REQUEST:
 - Review "Petition for Improvements" to provide city infrastructure within Eagle Run Plaza 9th Addition.
 - Review map and legal description for the creation of an improvement district, which is to be designated as "Sewer, Water, Storm & Street Improvement District No. 1329."
- LOCATION (address; legal; etc.):
 - Eagle Run Plaza 9th Addition
- ACTION(S) REQUESTED:
 - Accept "Petition for Improvements" submitted by Four Horsemen, LLC.
 - Approve the creation of "Sewer, Water, Storm & Street Improvement District No. 1329" (*pursuant to N.D.C.C. 40-22-08 & 40-22-09*).
 - Direct Engineer to prepare the Engineer's Report for "Sewer, Water, Storm & Street Improvement District No. 1329" (*pursuant to N.D.C.C. 40-22-10*).



IMPROVEMENT DISTRICT MAP
 SEWER, WATER, STORM AND STREET
 IMPROVEMENT DISTRICT NO. 1329
 EAGLE RUN PLAZA 9TH ADDITION
 WEST FARGO, NORTH DAKOTA

PROJECT No.	20932
DATE:	12.11.19
REVISED:	-
DRAFTER:	KAG
REVIEWER:	AJS



#20932
12/12/2019

**WEST FARGO SEWER, WATER, STORM AND STREET
IMPROVEMENT DISTRICT NO. 1329:**

ASSESSMENT DISTRICT DESCRIPTION:

EAGLE RUN 8TH LT9 LESS THE N 15' BLK1

I, Dr. Travis Olson DDS on behalf of Four Horsemen LLC is the legal and equitable owners of the following described property, to-wit:

Land to be platted as Eagle Run Plaza Ninth Addition, hereinafter the “**Property**”

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: Sanitary Sewer, Water Mains and services, storm sewer, grading, paving, street lighting and curb and gutter (where required/appropriate), hereinafter the “**Improvements**”

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

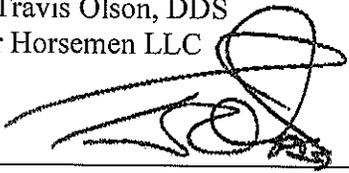
I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of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

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

Dated this 21 day of November, 2019.

OWNERS:

Dr. Travis Olson, DDS
Four Horsemen LLC



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

RECORDER'S OFFICE, CASS COUNTY, ND 4/1/2019 1:32 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Shena Garcia, Dep **1559381**
Recorded Electronically



233437

WARRANTY DEED

THIS INDENTURE, Made this 1st day of April, 2019, between B & L Properties, LLP, a North Dakota limited liability partnership, Grantor, and Four Horsemen, LLC, Grantee, whose post office address is 471 Christianson Dr, West Fargo, ND 58078.

WITNESSETH, For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration Grantor does hereby GRANT to the Grantee all of the following real property lying and being in the County of Cass, and State of North Dakota:

Lot Nine, less the North 15 feet thereof, in Block One, of Eagle Run Eighth Addition to the City of West Fargo, situate in the County of Cass and the State of North Dakota

The legal description was obtained from a previously recorded instrument.

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

I certify that the full consideration for this transaction is \$1,500,000.00.

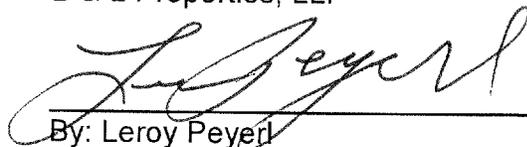
Date: 4-1-19



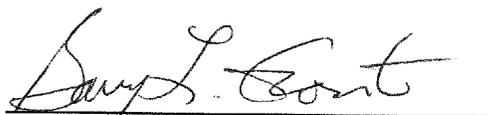
Grantee or Grantee's Agent

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

B & L Properties, LLP



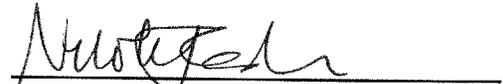
By: Leroy Peyerl
Its: General Partner



By: Barry Grant
Its: General Partner

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this 1st day of April, 2019, before me personally appeared Leroy Peyerl and Barry Grant, known to me to be the General Partners of B & L Properties, LLP, who is described in, and who executed the within and foregoing instrument and severally acknowledged that they executed the same on behalf of said limited liability partnership.

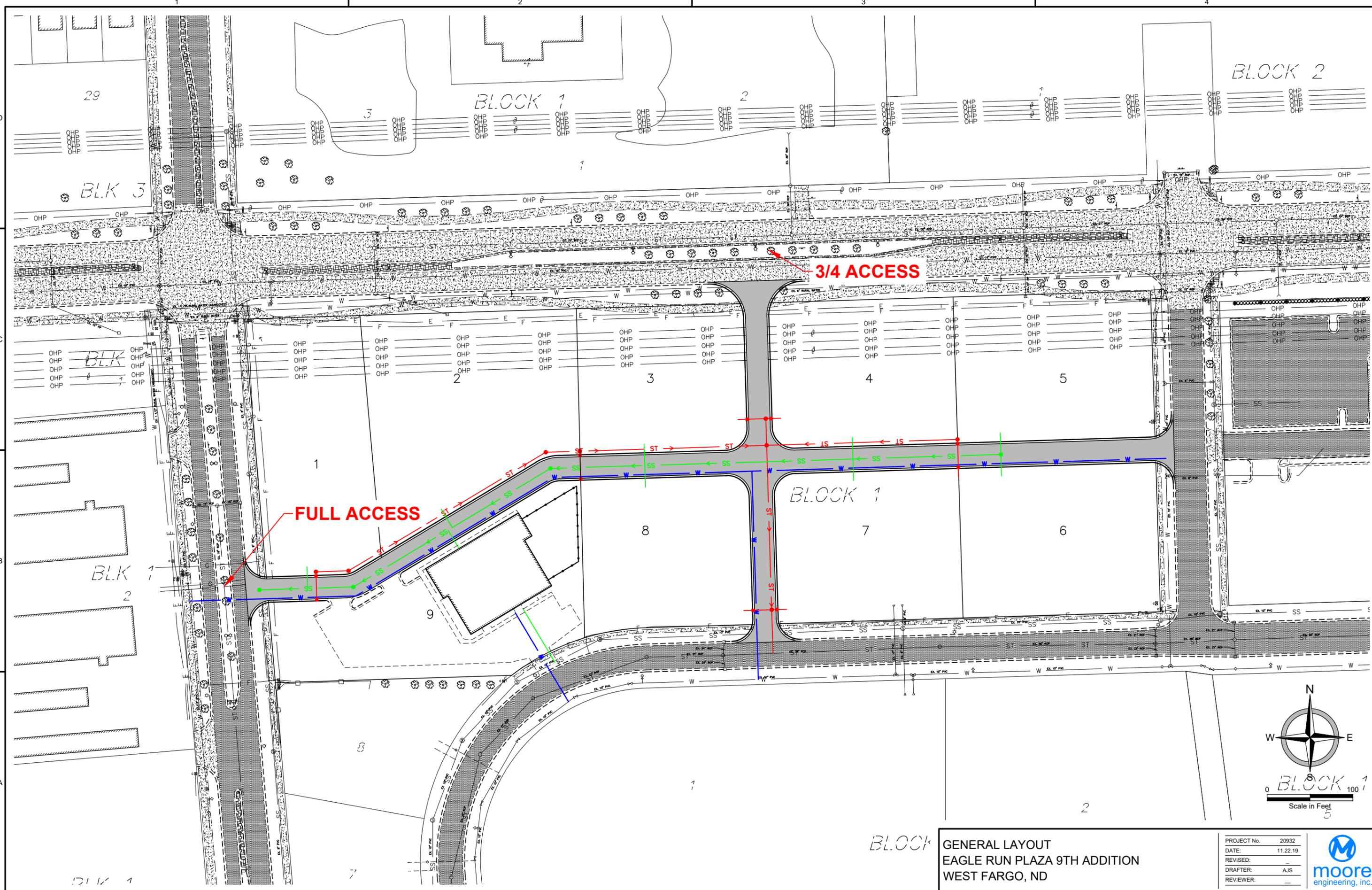

Notary Public
My Commission expires:

NICOLE DAVIDSON
Notary Public
State of North Dakota
My Commission Expires Aug. 13, 2022

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

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
4/1/2019
Taxes and Special Assessments paid
and transfer entered.
Michael McPherson AUDITOR
DLJ DEPUTY





BLOCK 2

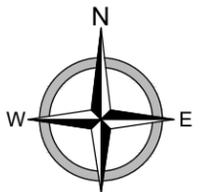
BLOCK 1

BLK 3

3/4 ACCESS

FULL ACCESS

BLOCK 1



0 BLOCK 100 1
Scale in Feet
5

GENERAL LAYOUT
EAGLE RUN PLAZA 9TH ADDITION
WEST FARGO, ND

PROJECT No. 20932
DATE: 11.22.19
REVISED:
DRAFTER: AJS
REVIEWER:



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 8

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: December 12, 2019

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

South River Estates Addition, a subdivision.

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

Auditor's Lots 1-8 in the NW ¼ of Section 32 and Auditor's Lots 1-5 in the NE ¼ of Section 31, T139N, R49W, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Final Plat Approval based on conditions listed in the staff report.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A19-25	SUBDIVISION
South River Estates Addition	
Auditor's Lots 1-8 in the NW ¼ of Section 32 and Auditor's Lots 1-5 in the NE ¼ of Section 31, T139N, R49W, City of West Fargo, North Dakota	
Applicant: Jason Benson Owners: Kathy Neugebauer, Robert & Michele Jensen, Robert Klinger, Craig & Sandra Holmstrom, Jason & Julie Benson, Ronald & Sharon Ristvedt, George & Dawne Neu, Dennis & Sonja Swangler	Staff Contact: Tim Solberg, AICP
Planning & Zoning Commission Introduction:	07-09-2019
Public Hearing:	07-09-2019 - Approval
City Commission Final Plat Approval	12-16-2019

PURPOSE:

Plat eight developed residential parcels and private street.

STATEMENTS OF FACT:

Land Use Classification	G-2: Sub-Urban - Growth Sector
Existing Land Use:	Single Family Residential
Current Zoning District(s):	R-1E: Rural Estate District
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	1.92 to 3.72 Acres
Total area size:	9.12 Acres
Adjacent Zoning Districts:	North & South: R-1E: Rural Estate District East: City of Fargo (across river) West: R-R: Rural Residential District
Adjacent street(s):	Sheyenne Street (Arterial); S. River Estates Way (Private)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	Future path along Sheyenne Street
Park Dedication Requirements:	No increased development therefore no dedication to be required at this time

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application and preliminary plat with 8 single family lots that are already zoned.
- Development of this area began to occur late 1970s-early 1980s prior to being annexed by the City of West Fargo in 2003.
- There is one existing approach onto Sheyenne Street for the development via S. Rivers Estates Way, which the applicant is proposing to be dedicated to the City of West Fargo with 70' of right-of-way. The City Public Works Director and City Engineer will need to review the condition and construction of the road to determine a recommendation to accept the road as a City local road.
- The applicant is also providing 75' of right of way dedication for Sheyenne Street on the preliminary plat, which would accommodate the City's requirement of up to 150' on arterial roadways. The

STAFF REPORT

Sheyenne Street Corridor Study does not propose improvements that staff believes would require additional right of way beyond 150’.

- Public and/or park dedication is not required for the development because there is no new development proposed – all lots created as part of the subdivision existed prior to the City having subdivision authority.
- A “southside sewer hook-up fee” has been required of all new subdivision south of I-94. The proposed development does not intend any improvements, nor do they intend to connect to City sewer at this time. Staff is currently developing a City-wide ordinance to address sewer hookup fees. Regarding this development, they do not propose to hook up to City sewer at this time.
- An Attorney Title Opinion is required and will need to be received prior to Final Plat consideration.

NOTICES:

Sent to: Applicable agencies and departments

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.

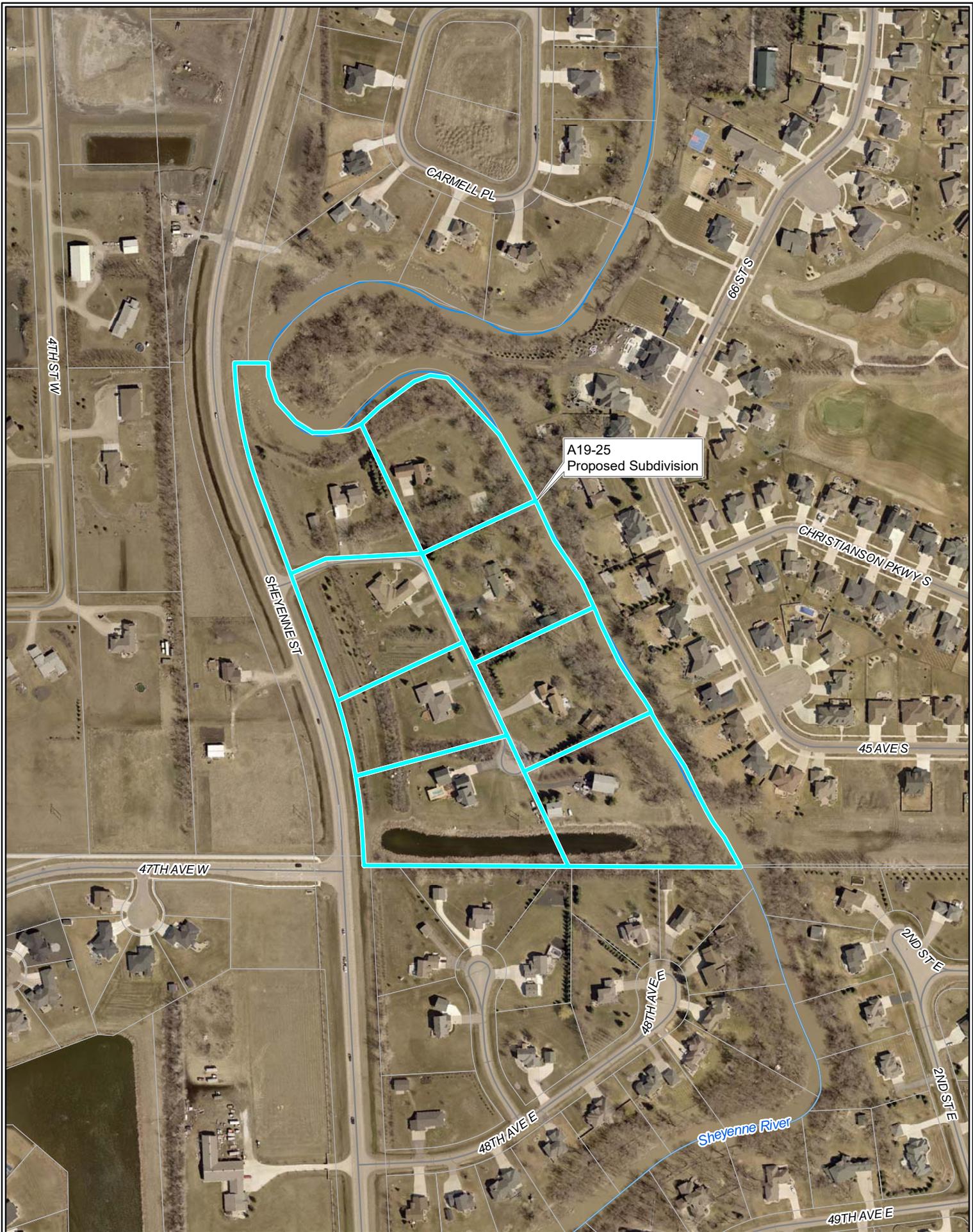
RECOMMENDATIONS:

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

1. An agreement addressing future improvements to include sewer hook-up fees is received.
2. Public Works Director and City Engineer review and accept the currently private road to determine if it meets acceptable City standards to be approved as a City local road.
3. A drainage plan is received and approved by the City Engineer.
4. An Attorney Title Opinion to the City of West Fargo is received.
5. Final Plat is received with any necessary easements.
6. A certificate is received showing taxes are current.

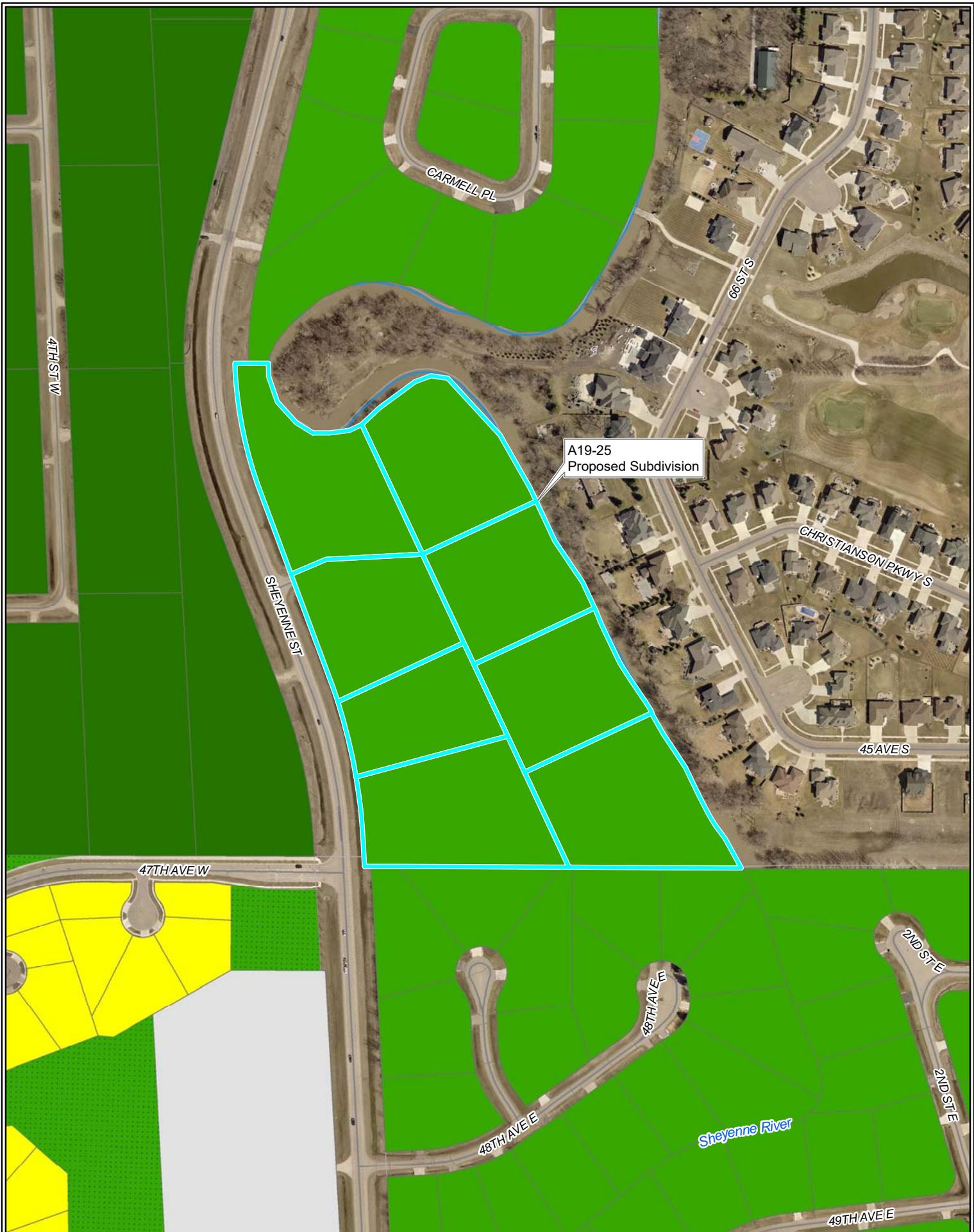
PLANNING AND ZONING RECOMMENDATION:

At their July 9, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat, subject to the six conditions listed above.



A19-25
Proposed Subdivision





A19-25
Proposed Subdivision



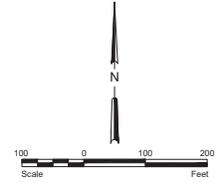
- | | | |
|---|--|--|
| <ul style="list-style-type: none"> A: Agricultural C: Light Commercial C-OP: Commercial Office Park HC: Heavy Commercial | <ul style="list-style-type: none"> LI: Light Industrial M: Heavy Industrial P: Public PUD: Planned Unit Development | <ul style="list-style-type: none"> R-1: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



SOUTH RIVER ESTATES ADDITION

BEING A PLAT OF AUDITOR'S LOTS 1 - 8, NW 1/4, SECTION 32,
AND AUDITOR'S LOTS 1 - 5, NE 1/4, SECTION 31,
T. 139 N., R. 49 W., 5th P.M.

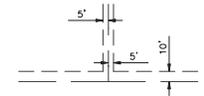
TO THE CITY OF WEST FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°0'00"E
PLAT BEARING	(N00°0'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	—————
LOT LINE	—————
UTILITY EASEMENT	—————
EXISTING LOT LINE	—————
EXISTING UTILITY EASEMENT	—————
NEGATIVE ACCESS EASEMENT	—————
AREA WITHIN FEMA 100-YEAR FLOODPLAIN	▨

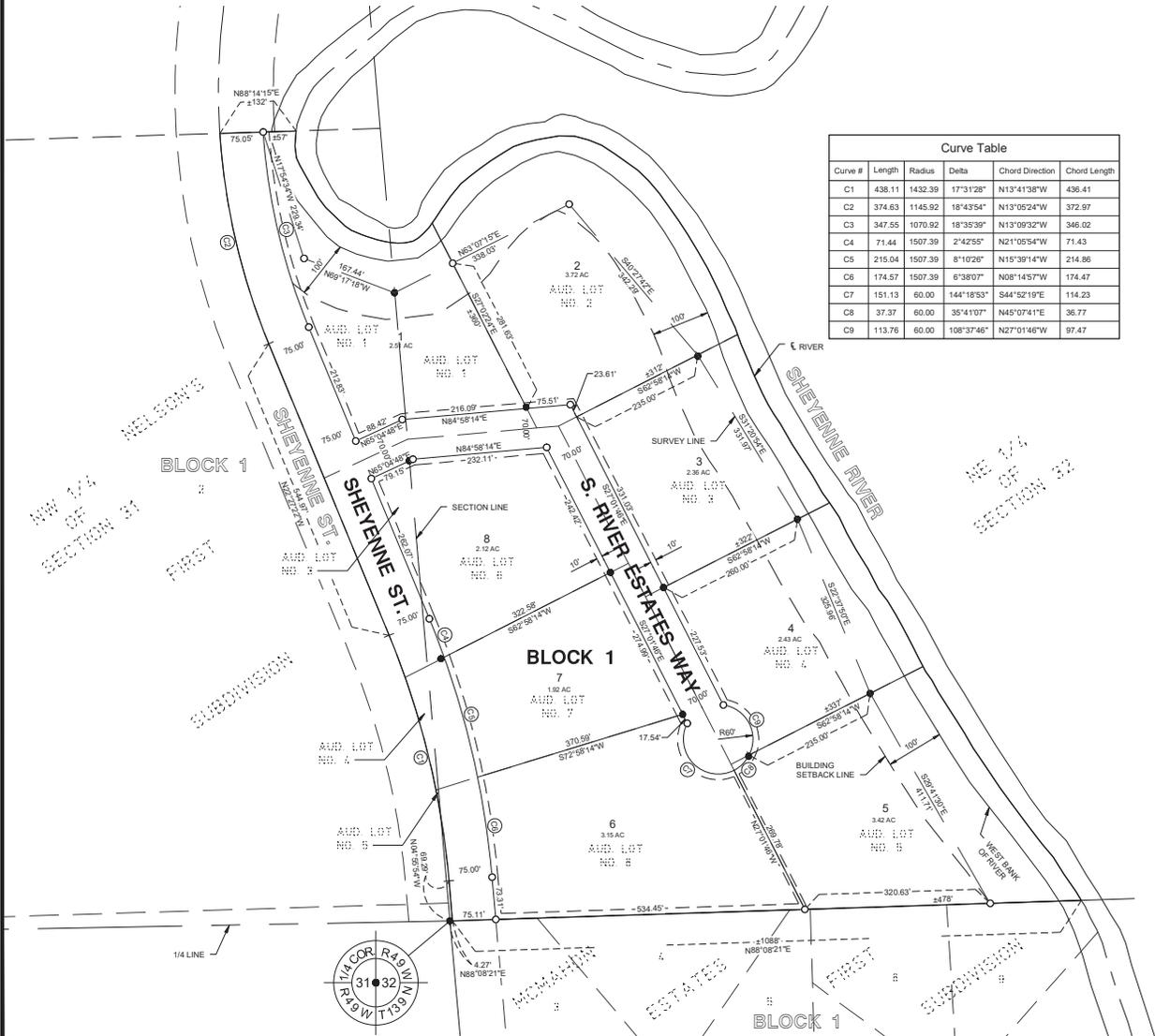
BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO HORIZONTAL DATUM



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.

UTILITY EASEMENTS ARE SHOWN THUS

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	438.11	1432.39	17°31'28"	N13°41'38"W	436.41
C2	374.63	1145.92	18°43'54"	N13°05'24"W	372.97
C3	347.55	1070.92	18°35'39"	N13°09'32"W	346.02
C4	71.44	1507.39	2°42'55"	N21°05'54"W	71.43
C5	215.04	1507.39	8°10'28"	N15°39'14"W	214.86
C6	174.57	1507.39	6°38'07"	N08°14'57"W	174.47
C7	151.13	60.00	144°18'53"	S44°52'19"E	114.23
C8	37.37	60.00	35°41'07"	N45°07'41"E	36.77
C9	113.76	60.00	108°37'46"	N27°01'46"W	97.47



H:\Fargo\BN\13201\10286\10286_001\CAD\PRE\PLAT South River Estates.dwg; Layout: d:\13201\10286\10286.dwg

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 9

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: December 12, 2019

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

Southdale 3rd Addition, a replat.

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

All of Southdale 2nd Addition, City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval subject to the conditions listed in the staff report.

CITY OF WEST FARGO PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

A19-26		REPLAT	
Southdale 3 rd Addition			
All of Southdale 2 nd Addition and All of Block 3 of Southdale Addition, City of West Fargo, North Dakota			
Owner/Applicant: Housing Authority of Cass County		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		08-13-2019	
Public Hearing:		08-13-2019 - Approval	
Review Revised Plat		12-10-2019 - Approval	
City Commission Final Plat Approval:			

PURPOSE:

Replat to redevelop site with a mix of multiple family dwellings.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core Retrofit Growth Area
Existing Land Use:	Medium Density Multiple Dwelling units
Current Zoning District(s):	PUD: Planned Unit Development and R-2: Limited Multiple Dwelling
Zoning Overlay District(s):	CO-R: Redevelopment Corridor Overlay
Proposed Lot size(s) or range:	168,626 ft ² and 168,681 ft ²
Total area size:	7.74 Acres
Adjacent Zoning Districts:	North – PUD: Planned Unit Development; West – R-1A: Single Family Dwellings; South & East – R-2: Limited Multiple Dwellings
Adjacent street(s):	8th Avenue West (Local); 9 th Avenue West (Local to be vacated); 9 ½ Avenue West (Local); Sheyenne Street (Arterial)
Adjacent Bike/Pedestrian Facilities:	Adjacent Sidewalks
Available Parks/Trail Facilities:	South Elementary, Herb Tintes Park, and Veteran’s Memorial Pool within ¼ mile.
Park Dedication Requirements:	The area is developed.

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application and preliminary plat.
- The property was developed with mix of multiple family dwellings as part of the Cass County Housing Authority. Proposed Lot 1 contains the recently approved Planned Unit Development for the Cass County Housing Authority to construct Phase I and Phase II of an affordable multiple family housing project. Proposed Lot 2 is intended to provide for development of Phase III of the project which will include row style townhomes and medium sized “big house” dwellings that are intended to look like a large house, but have separate entrances for each unit. Both proposed structures would meet the existing district standards of the R-2: Limited Multiple Dwelling district.

STAFF REPORT

- The plat is providing two lots and is proposing to vacate 9th Avenue West to accommodate private internal drives and public easements for sanitary, water, and storm improvements associated with the redevelopment of this site. There is potential for regional storm water benefits to which the City Engineer is considering and will provide future comments.
- The vacation of 9th Avenue West affects primarily this site. Pending any considerations of comments which may occur at the Public Hearing, staff has no objection to the vacation of the roadway, but would seek to maintain any necessary easements for City utilities which would be required to be on the final plat at the discretion of Planning, Engineering, and Public Works.

NOTICES:

Sent to: Applicable agencies and departments.

Comments Received:

- None received by staff to date.

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

- Redevelopment and reinvestment in the site to align with the “Core-Retrofit Growth Sector” will positively impact the City’s downtown core area while maintaining affordable housing options for our residents.
- The applicant has partnered with urban designers who have included City staff in their design process to achieve consistency with the City’s Downtown Framework Study, Sheyenne Street Corridor Study, and design elements found in West Fargo 2.0.

RECOMMENDATIONS:

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

1. An updated drainage plan is approved by the City Engineer.
2. An Attorney Title Opinion to the City of West Fargo is received.
3. Signed Final Plat is received with any necessary easements.
4. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their August 13, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat, subject to the four conditions listed above.

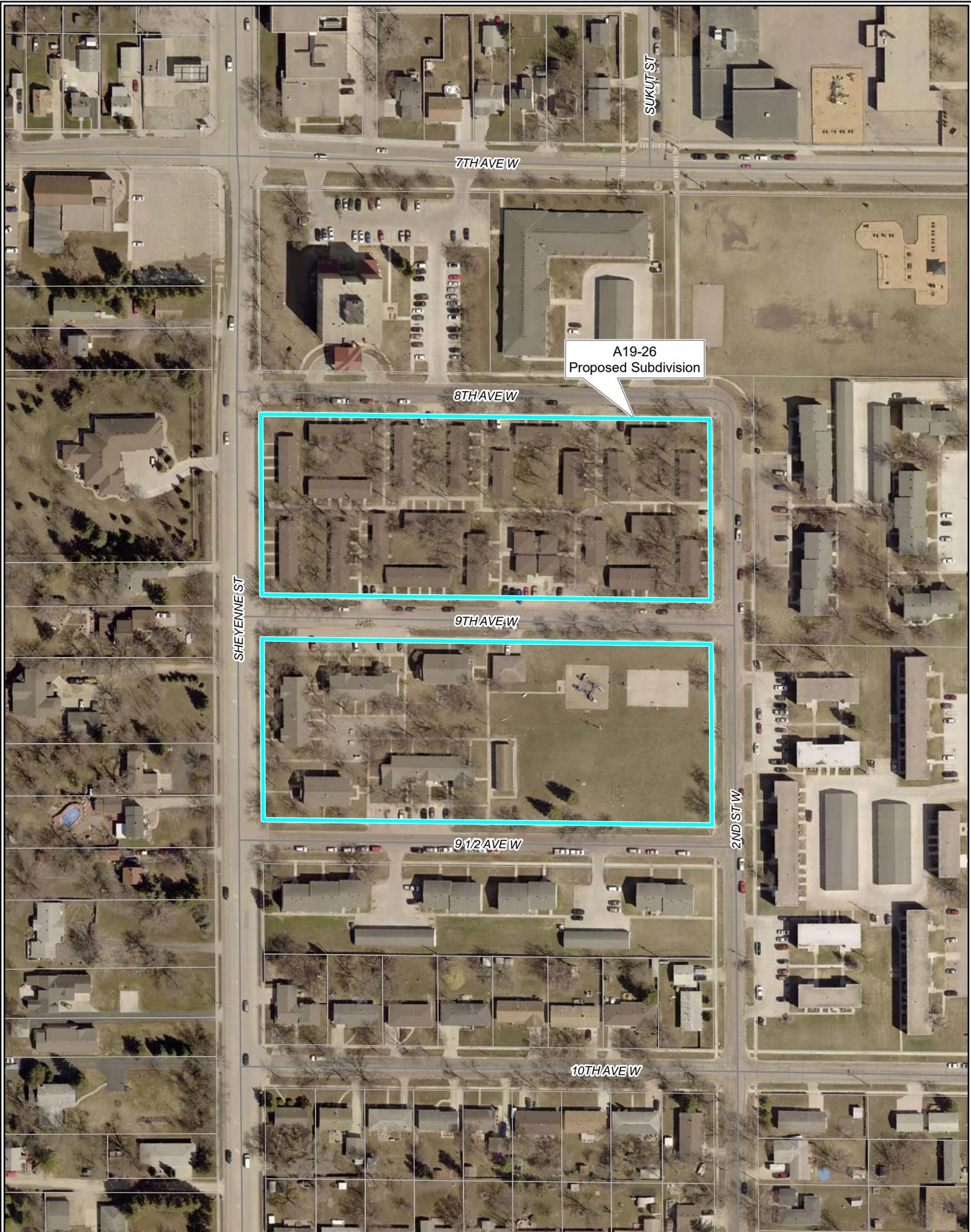
UPDATE:

The applicant has revised the plat to include only a replat of the previously platted Southdale 2nd Addition. Staff recommends approval subject to the conditions listed above.

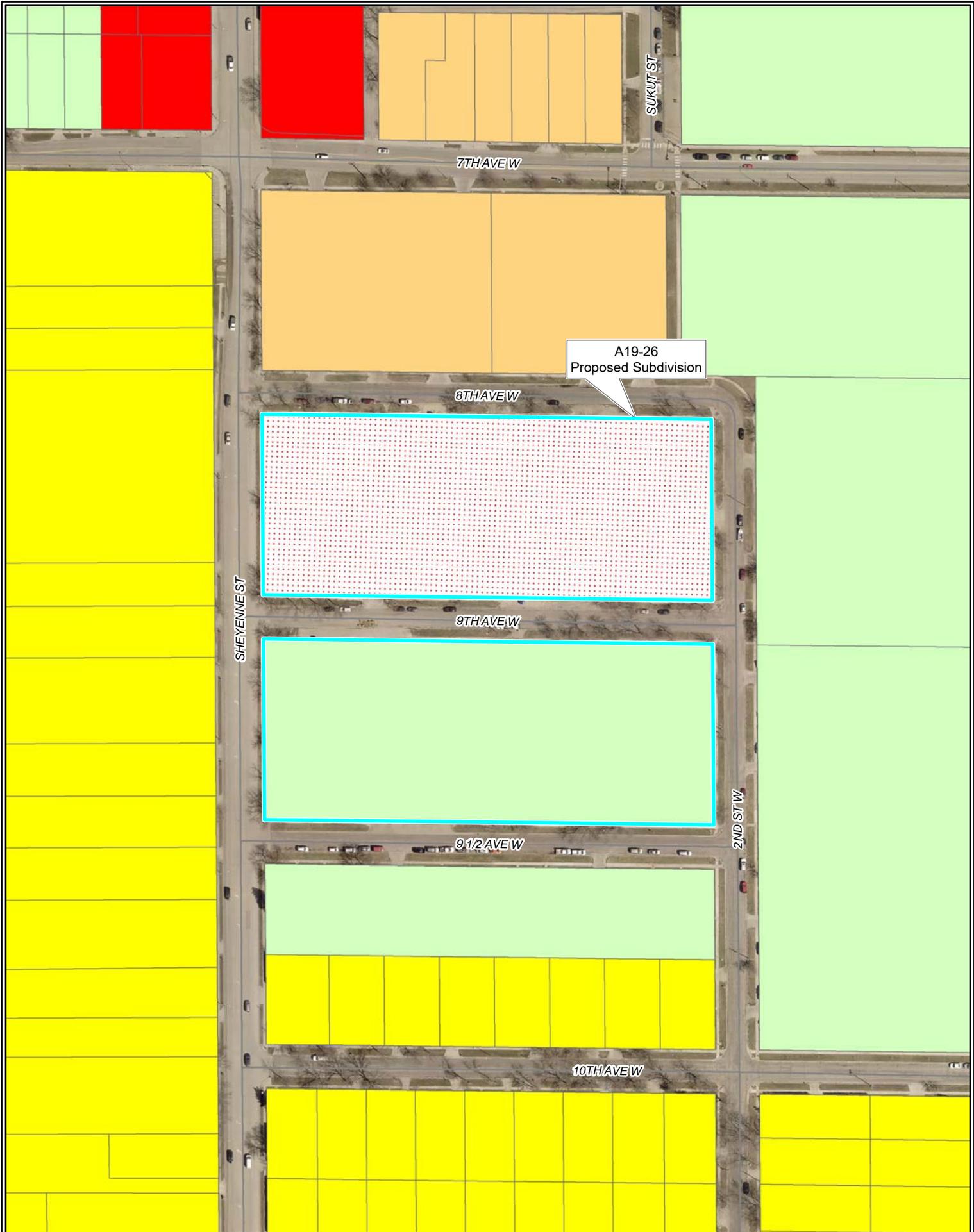
STAFF REPORT

PLANNING AND ZONING RECOMMENDATION:

At their December 10, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat, subject to the four conditions listed above.



A19-26
Proposed Subdivision



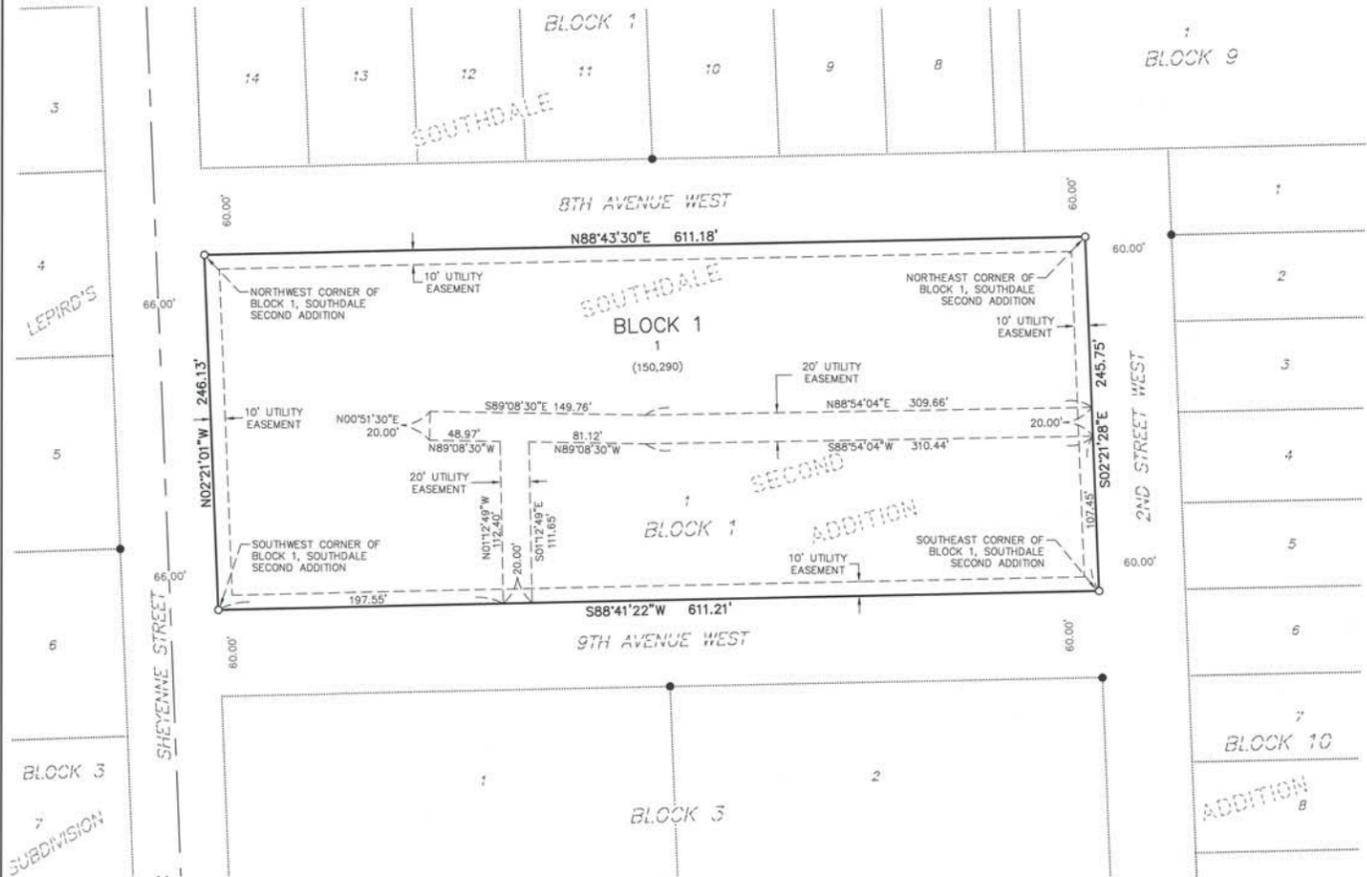
A19-26
Proposed Subdivision



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



**PLAT OF
SOUTHDALE THIRD ADDITION
TO THE CITY OF WEST FARGO, A REPLAT OF ALL OF SOUTHDALE SECOND ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA.**



NOTES:
ALL EASEMENTS CREATED WITH THE PLAT OF SOUTHDALE SECOND ADDITION WHICH FALL IN THE BOUNDARIES OF THIS PLAT (SOUTHDALE THIRD ADDITION) ARE HEREBY VACATED WITH THIS PLAT. NEW EASEMENTS ARE BEING DEDICATED AS SHOWN.

BASIS OF BEARINGS: SOUTHDALE SECOND ADDITION ACCORDING TO THE RECORDED PLAT THEREOF.

LEGEND
● IRON MONUMENT FOUND
○ SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #5900

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

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 _____, 20__.

JOHN T. SHOCKLEY, CITY ATTORNEY
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

SHAWN M. THOMASSON, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "SOUTHDALE THIRD ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF ALL OF SOUTHDALE SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

ALL OF SOUTHDALE SECOND ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA. SAID TRACT CONTAINS 3.45 ACRES, MORE OR LESS.
SUBJECT TO A RECIPROCAL EASEMENT AGREEMENT, RECORDED AS DOCUMENT NO. 1576412 ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER.
AND FURTHER SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

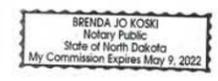
Shawn M. Thomasson
SHAWN M. THOMASSON
REGISTERED LAND SURVEYOR
NO. LS-5900



STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 14th DAY OF November, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SHAWN M. THOMASSON, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

Brenda Jo Koski
BRENDA JO KOSKI
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "SOUTHDALE THIRD ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF ALL OF SOUTHDALE SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF SHAWN M. THOMASSON, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: HACC REDEVELOPMENT, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY
BY: THE HOUSING AUTHORITY OF CASS COUNTY
ITS: MANAGER AND SOLE MEMBER

M. BLAKE STREHLOW, EXECUTIVE DIRECTOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED M. BLAKE STREHLOW, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF HACC REDEVELOPMENT, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20__.

TOM MCDUGALL, CHAIRMAN
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20__.

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

TINA FISK, CITY AUDITOR

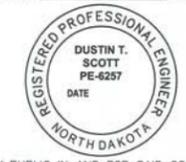
ON THIS _____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20__.

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



ON THIS _____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

PROGRAM MANAGEMENT AGREEMENT

**BY AND BETWEEN
THE CITY OF WEST FARGO, NORTH DAKOTA
AND
WEST FARGO EVENTS, INC.**

Dated as of December 16, 2019

Relating to:

**An agreement pertaining to the program management of the POW/MIA Plaza and the
Lights on 32 Plaza.**

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078

TABLE OF CONTENTS

ARTICLE I	1
DEFINITIONS AND INTERPRETATION	1
SECTION 1.01 DEFINITIONS	1
SECTION 1.02 INTERPRETATION	3
ARTICLE II	4
ENGAGEMENT	4
SECTION 2.01 ENGAGEMENT	4
SECTION 2.02 WFE TAX STATUS	4
ARTICLE III	4
AUTHORITY AND OBLIGATIONS	4
SECTION 3.01 SERVICES	4
SECTION 3.02 EXTRA SERVICES	5
SECTION 3.03 STANDARDS OF PERFORMANCE	5
SECTION 3.04 TIME AND EFFORTS REQUIREMENTS	5
SECTION 3.05 KEY PERSONNEL	6
SECTION 3.06 NO PREFERENCE	6
SECTION 3.07 RECORDS AND REPORTS	6
SECTION 3.08 FINANCIAL STATEMENTS	6
SECTION 3.09 ANNUAL OPERATING BUDGET	6
SECTION 3.10 LIGHT AND NOISE PLAN	6
SECTION 3.11 ADVERTISING IN THE PLAZAS	6
SECTION 3.12 USE BY ENTERTAINMENT DISTRICT TENANTS	7
SECTION 3.13 WFE WEBSITE	7
ARTICLE IV	7
CITY INVOLVEMENT	7
SECTION 4.01 CITY STAFF	7
SECTION 4.02 CITY EVENTS	7
SECTION 4.03 CITY MARKETING	7
SECTION 4.04 POWERS RESERVED TO CITY	7
SECTION 4.05 EQUIPMENT	8
SECTION 4.06 UTILITY EXPENSES	8
ARTICLE V	8
COMPENSATION AND REVENUES	8
SECTION 5.01 MONTHLY MANAGEMENT FEE	8
SECTION 5.02 START-UP COSTS	8
SECTION 5.03 OTHER FEES AND EXPENSES	8
SECTION 5.04 BENEFITS	8
SECTION 5.05 NOT AN EMPLOYEE	8
SECTION 5.06 PLAZA REVENUES	8

ARTICLE VI	9
EVENTS	9
SECTION 6.01 TYPE OF EVENTS	9
SECTION 6.02 FUNDING.....	9
SECTION 6.03 PERMITTING AND NOTICE	9
SECTION 6.04 MARKS	9
SECTION 6.05 EVENT QUOTA.....	9
SECTION 6.06 WFE EMPLOYEE AT EVENT	9
SECTION 6.07 DEBTS AND LIABILITIES	9
SECTION 6.08 CITY PROMOTION	9
SECTION 6.09 SECURITY PERSONNEL	10
SECTION 6.10 NET PROFITS AND OPERATING RESERVE.....	10
SECTION 6.11 EVENT SCHEDULE	10
ARTICLE VII	10
MAINTENANCE	10
SECTION 7.01 MAINTENANCE	10
ARTICLE VIII	10
LIABILITIES	10
SECTION 8.01 INDEMNIFICATION	10
SECTION 8.02 WFE INSURANCE	10
SECTION 8.03 CITY INSURANCE.....	12
ARTICLE IX	12
REPRESENTATIONS AND WARRANTIES	12
SECTION 9.01 WFE REPRESENTATIONS.....	12
SECTION 9.02 CITY REPRESENTATIONS	12
ARTICLE X	13
TERM AND TERMINATION	13
SECTION 10.01 TERM	13
SECTION 10.02 TERMINATION.....	13
SECTION 10.03 TURN OVER OF FUNDS	14
ARTICLE XI	14
CONFIDENTIALITY	14
SECTION 11.01 GENERALLY.....	14
SECTION 11.02 NORTH DAKOTA OPEN RECORDS REQUEST.....	14
ARTICLE XII	14
MISCELLANEOUS	14
SECTION 12.01 ASSIGNMENT	14
SECTION 12.02 MODIFICATION	14
SECTION 12.03 GOVERNING LAW	14
SECTION 12.04 INDEPENDENT CONTRACTOR	14

SECTION 12.05 SEVERABILITY 15
SECTION 12.06 WAIVER 15
SECTION 12.07 NO THIRD PARTY BENEFICIARIES 15
SECTION 12.08 ENTIRE AGREEMENT 15
SECTION 12.09 COUNTERPARTS 15
SECTION 12.10 SURVIVAL 15
SECTION 12.11 AUTHORIZED REPRESENTATIVES 15
SECTION 12.12 NOTICES 16
SECTION 12.13 WAIVER OF JURY TRIAL 16
SECTION 12.14 FORCE MAJEURE 17

SIGNATURE PAGES **S-1 THROUGH S-2**

DRAFT

PROGRAM MANAGEMENT AGREEMENT

THIS PROGRAM MANAGEMENT AGREEMENT (the “Agreement”) is entered this _____ day of _____, 2019, by and between the CITY OF WEST FARGO, a Home Rule City and political subdivision of the State of North Dakota (the “City”), and WEST FARGO EVENTS, INC., a nonprofit corporation organized and existing under the laws of the State of North Dakota (“WFE”).

WHEREAS, the City has undertaken numerous community engagement amenities and projects throughout the City, including the Plazas, to revitalize the community;

WHEREAS, to promote community involvement and well-being through these amenities and projects, the City desires to hold community events and programs;

WHEREAS, WFE is organized to create, organize, and implement community events for all ages; and

WHEREAS, the City and WFE desire to enter into this Agreement to provide for the management of the Plazas by WFE.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“Amended Development Agreement” means the First Amendment to the Master Development Agreement, dated December 17, 2018, for the development of Lights at Sheyenne 32.

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

“Best Efforts” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“City” means the City of West Fargo, North Dakota, a Home Rule City and political subdivision of the State of North Dakota.

“City Event” means an event that the City desires to be held in the POW/MIA Plaza or the Lights on 32 Plaza pursuant to Section 4.02 hereof.

“City Representative” means as defined in Section 12.11.

“City Share” means the portion of a City Event that will be paid for by the City.

“City Staff” means those individuals identified in Section 4.01 hereof.

“Effective Date” means the date on which both Parties have executed this Agreement.

“Entertainment District” means the district adopted by the City on _____.

“Event” means either a City Event or a WFE Event, as the context may require, and whenever a reference in this Agreement is made to any Events, **“Events”** means City Events and WFE Events, collectively.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

“Good Industry Practice” means the industry practices and standards that would be exercised by a prudent and experienced service provider engaged in the same kind of undertakings and under similar circumstances as those applying to the Services.

“Key Personnel” means those individuals identified in Section 3.05 hereof.

“Lights on 32 Plaza” means the plaza located within the Lights at Sheyenne 32 development.

“Maintenance Fee” means the fees established by Section 7.01 hereof.

“Maintenance Fund” means the fund established by Section 7.01 hereof.

“Net Profits” means the total revenue Events, including Sponsorships, less the total expenses for Events.

“Party” means either the City or WFE, as the context may require, and its respective legal representatives, successors, and permitted assigns, and whenever a reference in this Agreement is made to any Parties hereto, **“Parties”** means the City and WFE, collectively, and their respective legal representatives, successors, and permitted assigns.

“Plazas” means the Lights on 32 Plaza and the POW/MIA Plaza, collectively.

“POW/MIA Plaza” means the plaza located immediately to the north of the Sheyenne Plaza.

“Services” means as defined in Section 3.01.

“Sheyenne Plaza” means the mixed-use development constructed along the west side of Sheyenne Street in West Fargo, North Dakota, located at 444 Sheyenne Street.

“Sponsorship” mean a monetary or in-kind product or service to support an Event or support the POW/MIA Plaza or the Lights on 32 Plaza generally.

“State” means the State of North Dakota.

“Utility” means a privately, publicly, or cooperatively owned line, facility, or system for transmitting or distributing power, electricity, light, heat, or gas, which directly or indirectly serve the public.

“WFE” means West Fargo Events, Inc.

“WFE Event” means an event to be held in the POW/MIA Plaza or the Lights on 32 Plaza that is not a City Event.

Section 1.02 INTERPRETATION. The headings of Articles and Sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (b) any reference herein to any person shall be construed to include such person’s permitted assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

ARTICLE II. ENGAGEMENT

Section 2.01 ENGAGEMENT. The City hereby engages WFE as its agent to supervise, manage, direct, and control programming services in the Plazas, in accordance with the terms and conditions hereof. WFE hereby accepts such engagement as the program manager of the Plazas during the term of this Agreement.

Section 2.02 WFE TAX STATUS. The City's engagement of WFE is dependent upon its status as a nonprofit, 501(c)(3) organization. WFE represents and covenants that it is, and will continue to be, a nonprofit, 501(c)(3) organization and that the purpose for which the City is engaging WFE fits within WFE's nonprofit, 501(c)(3) purpose.

ARTICLE III. AUTHORITY AND OBLIGATIONS

Section 3.01 SERVICES. For the benefit of the City and in performance of this Agreement, WFE shall perform the following specific responsibilities (collectively referred to as "Services"):

- (a) Advertise, promote, and/or market the Plazas to secure Events in the Plazas;
- (b) Solicit and secure funds, including Sponsorships, necessary to hold Events in the Plazas;
- (c) Coordinate with the City Representative in an effort to meet the City's programming quotas;
- (d) Coordinate with City Staff as provided in Section 4.01 herein;
- (e) Manage and book Events in the Plazas;
- (f) Set rental structure and other fees and charges for rentals of the Plazas except as otherwise provided herein;
- (g) Work with the City to establish a Maintenance Fee structure;
- (h) Coordinate the calendar for Events in the Plazas;
- (i) Showcase the Plazas as valuable assets to the community;
- (j) Secure any necessary approvals, governmental or otherwise, for Events, including licensing, liquor, and noise, and follow all Applicable Laws;
- (k) Ensure all persons or entities renting the Plazas are aware of, and follow, Applicable Laws and secure any necessary approvals, governmental or otherwise, for Events, including licensing, liquor, and noise; and

- (l) Advertise, promote, and/or market any Events secured for the Plazas;
- (m) Secure security personnel, as necessary, for Events in accordance with Section 6.09 hereof;
- (n) Secure emergency medical personnel, as necessary, for Events;
- (o) Secure trash receptacles, restrooms, and other related facilities for Events;
- (p) Secure and coordinate any vendors desired for Events;
- (q) Coordinate and oversee set-up and tear down of Events;
- (r) Clean and restore the Plazas to their pre-Event condition following an Event;
- (s) Attend meetings at the request of the City upon reasonable notice of the same; and
- (t) Coordinate, as needed, on how alcohol and liquor and outside food and beverage consumption is handled.

Section 3.02 EXTRA SERVICES. The City reserves the right to request that WFE perform services in addition to the Services set forth in Section 3.01. In requesting that WFE perform additional services, the City, in its sole discretion, will determine whether WFE shall receive compensation, fees, or benefits as a result of the performance of such services. WFE shall, in its sole discretion, have the right to deny performing any additional services requested by the City. Such a denial by WFE, however, does not preclude the City from engaging a separate organization to perform such services.

Section 3.03 STANDARDS OF PERFORMANCE. In performing the powers and authorities conferred upon it by this Agreement, WFE and all of its employees and representatives shall serve the City in Good Faith and shall:

- (a) Protect and promote the City's interests;
- (b) Provide Services in an economically sound manner;
- (c) Observe all Applicable Laws relevant to the Services; and
- (d) Follow Good Industry Practice.

Section 3.04 TIME AND EFFORTS REQUIREMENTS. WFE shall devote sufficient time and its Best Efforts to fulfilling the Services as set forth in this Agreement such as to permit ample time for the performance of all duties normally associated therewith, to meet the needs of the City and of its residents, and to perform duties and conduct the Services in accordance with the standards of performance set forth in Section 3.03. In performing the Services as set forth in this Agreement, WFE shall use its Best Efforts to perform each of its duties in a competent and timely

fashion. In the event WFE engages third parties to perform one or more Services contemplated hereunder under the supervision of WFE, WFE shall use its Best Efforts to cause such third parties to deliver each Service in a competent and timely fashion.

Section 3.05 KEY PERSONNEL. WFE agrees and acknowledges that the following individuals shall be assigned to perform Services for this Agreement (hereinafter “Key Personnel”): Plaza Manager. WFE shall use its Best Efforts to assure that Key Personnel are available to provide Services and as points of contact for the City. In the event that any of the Key Personnel are not available to provide Services, WFE shall notify the City within ten (10) calendar days of the Key Personnel’s non-availability.

Section 3.06 NO PREFERENCE. WFE shall be entitled to provide program management services to other companies or entities during the term of this Agreement. Nonetheless, WFE shall not afford preference to any company or entities related to WFE or under its ownership but shall, so far as practicable, ensure a fair distribution of service to all such companies and entities from time to time under its management.

Section 3.07 RECORDS AND REPORTS. WFE shall keep, or cause to be kept, accurate, full, and complete books and accounts showing all operations and transactions relating to its Services. The City may, at its option and during customary business hours, conduct audits of the books, records, and accounts relating to its Services. The City may also, in its sole discretion, require WFE to be responsible for or supervise the entry of financial information concerning the Plazas into the business records of the City.

Section 3.08 FINANCIAL STATEMENTS. WFE shall furnish to the City a detailed monthly financial statement of all revenues and expenditures for the Plazas. Each monthly financial statement shall be submitted within fifteen (15) calendar days after the close of the applicable month.

Section 3.09 ANNUAL OPERATING BUDGET. WFE, no later than July 10, shall submit a budget outlining the anticipated income and expenses of WFE for the subsequent calendar year for the Plazas to the City. WFE shall include a plan to solicit and secure Sponsorships and proposed rental rates with said operating budget. The annual operating budget will be utilized by the Parties to set the monthly management fee for the subsequent calendar year.

Section 3.10 LIGHT AND NOISE PLAN. On or prior to the Effective Date, WFE shall submit a plan to the City for review and approval outlining the actions WFE will take to comply with City ordinances pertaining to light and noise.

Section 3.11 ADVERTISING IN THE PLAZAS.

(a) For the Lights on 32 Plaza, WFE may only enter into contracts for advertisements in the Lights on 32 Plaza with tenants of the Entertainment District or with sponsors of the Lights on 32 Plaza or events held within the Lights on 32 Plaza.

(b) For the POW/MIA Plaza, WFE may only enter into contracts for advertisements in the POW/MIA Plaza with sponsors of the POW/MIA Plaza or events held in the POW/MIA Plaza.

Section 3.12 USE BY ENTERTAINMENT DISTRICT TENANTS. WFE shall allow the north developer, as defined by the Amended Development Agreement, one (1) day of use of the Plazas, rent free, per calendar year and shall allow the south developer, as defined by the Amended Development Agreement, four (4) days of use of the Plazas, rent free, per calendar year. Said developers will be responsible for electricity, maintenance, and clean-up costs corresponding with their use of the Plazas and shall submit such expenses to the City.

Section 3.13 WFE WEBSITE. WFE will develop a website and will utilize such website, at least in part, for the promotion of the Plazas. On the website, WFE shall include at least the following: rental rates for the Plazas, standard Sponsorships for the Plazas, policies and procedures for use of the Plazas, and any and all advertising and signage opportunities for the Plazas.

ARTICLE IV. CITY INVOLVEMENT

Section 4.01 CITY STAFF. The City reserves the right to utilize its staff or hire additional staff to be present and work with WFE at Events (“City Staff”). City Staff will be employees of the City, and the City will determine the roles and hours of City Staff at Events. If the City intends to have City Staff present at an Event, the City will provide reasonable notice of such to WFE and will include the identity of the City Staff and a description of the role he or she will play at the Event.

Section 4.02 CITY EVENTS.

(a) The City reserves the right to hold City Events in the Plazas and shall at all times have first priority to utilize the Plazas.

(b) If the City desires to hold a City Event, it will use its Best Efforts to notify WFE at least ninety (90) calendar days prior to the desired date for the event. Such notification will include a description of the City Event. The City will solely manage City Events, including obtaining Sponsorships for the same, and may request that WFE provide assistance. WFE will only provide assistance to the extent requested by the City.

(c) WFE shall not charge the City a rental fee or a Maintenance Fee for utilizing the Plazas.

Section 4.03 CITY MARKETING. WFE may submit materials for the marketing and promotion of Events to the City’s Communications Director for review for inclusion on the City’s marketing channels, including the City website.

Section 4.04 POWERS RESERVED TO CITY. In addition to other rights specified in this Agreement, the City shall have the right in connection with the following:

(a) To approve the annual operating budget, as provided in Section 3.10 of this Agreement;

- (b) To review policies and procedures set by WFE for use of the Plazas;
- (c) Upon request by the City, WFE shall provide a list of available dates to the City for use of the Plazas. When the Plazas are not in use by WFE, they remain public spaces.
- (d) To approve naming and naming rights for any City-owned property.

Section 4.05 EQUIPMENT. In the event WFE desires to utilize equipment owned by the City for a WFE Event, it must seek preapproval from the City prior to incurring any expenses for such WFE Event.

Section 4.06 UTILITY EXPENSES. The City is responsible for covering any and all Utility expenses incurred at the Plaza.

**ARTICLE V.
COMPENSATION AND REVENUES**

Section 5.01 MONTHLY MANAGEMENT FEE. By the first of each month, the City shall pay a management fee to WFE for the performance of Services the ensuing month. Until a separate monthly management fee is set in accordance with Section 3.09, the amount of the monthly management fee will be \$7,500.00; provided, however, at the end of each quarter of the 2020 Fiscal Year, the City and WFE shall meet and discuss resolution of any deficits experienced by WFE during the prior quarter. This meeting will additionally be utilized for a WFE performance review of the Services provided the prior quarter.

Section 5.02 START-UP COSTS. The City shall remit start-up costs to WFE in the amount of \$_____ according to the following schedule: _____.

Section 5.03 OTHER FEES AND EXPENSES. WFE shall not be entitled to, nor shall it receive, any compensation, fees, or expenses from the City for its performance of the Services other than the monthly management fee outlined in Section 5.01, start-up costs outlined in Section 5.02, and compensation outlined elsewhere in this Agreement.

Section 5.04 BENEFITS. WFE shall not be entitled to, nor shall it receive, any benefits from the City for its performance of the Services.

Section 5.05 NOT AN EMPLOYEE. At no time during the term of this Agreement shall WFE be considered an employee of the City. Instead, in accordance with Section 12.04 hereof, WFE shall at all times be considered an independent contractor of the City.

Section 5.06 PLAZA REVENUES. Except as otherwise set forth herein, WFE shall be entitled to all revenues generated by the Plazas except the CAM contributed by developers located near the Plazas, as set forth in the Amended Development Agreement, which shall be remitted to the City.

ARTICLE VI. EVENTS

Section 6.01 TYPE OF EVENTS. The Parties agree that WFE shall seek to secure Events that promote community involvement and well-being. WFE shall not seek to secure Events including, but not limited to the following:

- (a) Content that threatens any person or organization;
- (b) Content that violates intellectual property rights;
- (c) Content promoting any illegal activity;
- (d) Content which might compromise the safety and security of the public or public systems; or
- (e) Content that violates any federal, State, or local law.

Section 6.02 FUNDING. WFE is solely responsible for raising funds, including Sponsorships, to carry out its Services, including for marketing and for advertising, and for holding Events in the Plazas.

Section 6.03 PERMITTING AND NOTICE. In the event WFE seeks to hold a WFE Event in the POW/MIA Plaza or the Lights on 32 Plaza that requires a permit from the City in accordance with City Ordinances, WFE or its designee must secure any and all necessary permits from the City prior to holding the Event.

Section 6.04 MARKS. During the term of this Agreement, WFE is authorized to utilize any marks, indicators, or names of the Plazas to carry out its Services. WFE shall not, however, use any marks, indicators, or names of the City without obtaining prior written consent from the City. Upon the expiration or termination of this Agreement for any reason, such license to utilize any marks, indicators, or names of the Plazas shall immediately cease, and WFE shall have no further rights to use such marks, indicators, or names.

Section 6.05 EVENT QUOTA. WFE shall program at least two (2) Events per calendar month.

Section 6.06 WFE EMPLOYEE AT EVENT. WFE shall have at least one (1) employee readily available or on-site for any Event held at the POW/MIA Plaza or the Lights on 32 Plaza. WFE shall indicate to the City and to applicable public safety agencies who that employee is, his or her contact information, and whether he or she will be on-site or on-call.

Section 6.07 DEBTS AND LIABILITIES. All debts and liabilities incurred by WFE in the course of its Services shall be the debts and liabilities of WFE and in no event shall they be the debts and liabilities of the City unless otherwise expressly agreed to by the City.

Section 6.08 CITY PROMOTION. The City, in its sole discretion, may promote Events.

Section 6.09 SECURITY PERSONNEL. When securing security personnel for an Event, WFE shall first inquire whether the West Fargo Police Department will staff an Event and then may seek to hire a private security firm.

Section 6.10 NET PROFITS AND OPERATING RESERVE. WFE shall establish an operating reserve fund as a separate and distinct fund into which WFE will deposit Net Profits. WFE may utilize the funds in the operating reserve as necessary for cash flow needs in its discretion. At the end of a fiscal year, WFE may carry over up to eighty percent (80%) of its next year's budget in the operating reserve fund. Within one (1) month following the end of WFE's fiscal year, WFE will remit any Net Profits in excess of such amount to the City.

Section 6.11 EVENT SCHEDULE. At least seven (7) calendar days prior to the first calendar day of a month, WFE shall provide a schedule of Events booked for the upcoming calendar month to the City Representative. The furnishing of this schedule to the City does not preclude WFE from modifying the schedule or adding or removing Events from the schedule. The schedule is intended for informational purposes only, but it does not relieve WFE from abiding by any other term or condition of this Agreement.

ARTICLE VII. MAINTENANCE

Section 7.01 MAINTENANCE. Following the Effective Date of this Agreement, the City and WFE will work cooperatively to establish a schedule of Maintenance Fees to be charged for all WFE Events held in the Plazas. City Events will not be subject to any Maintenance Fees. WFE will be responsible for collecting Maintenance Fees for all WFE Events, and the City will deposit the Maintenance Fees into the Maintenance Fund, which the City will establish and administer. The City will be responsible for maintenance of the Plazas and will utilize funds deposited in the Maintenance Fund solely for the maintenance and improvement of the Plazas.

ARTICLE VIII. LIABILITIES

Section 8.01 INDEMNIFICATION. WFE will indemnify, protect, defend, and hold harmless the City, and its officers and employees, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including without limitation, reasonable attorney's fees and costs of investigation and litigation, which may be incurred by the City to the extent caused by the Services provided by WFE, the negligence of or the breach of any provisions of this Agreement by WFE or a person employed or contracted by WFE, or from a third party claim arising during WFE's use of the POW/MIA Plaza or the Lights on 32 Plaza for an Event.

Section 8.02 WFE INSURANCE.

(a) WFE will obtain and maintain the following insurance during the term of this Agreement:

(1) Workers' compensation insurance as required by the State of North Dakota.

(2) Commercial general liability insurance, personal injury, bodily injury, and property damage on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The City shall be named as an additional insured on a primary, non-contributory basis.

(3) Business automobile liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the North Dakota No Fault Insurance Law including residual liability insurance with minimum bodily injury limits of \$1,000,000 each person and \$1,000,000 each occurrence and minimum property damage limits of \$1,000,000 each occurrence. The City shall be named as an addition insured on a primary, non-contributory basis.

(4) Commercial umbrella insurance with a minimum limit of \$1,000,000. The City shall be named as an additional insured on a primary, non-contributory basis.

(b) All policies shall be issued by companies authorized to do business in the State of North Dakota, name WFE as the insured, and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) calendar days' prior notice to the City.

(c) Certificates evidencing the above-described insurance shall be submitted to the City prior to the commencement of Services under this Agreement and at least fifteen (15) calendar days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of this Agreement. Said coverage shall be primary coverage rather than any policies and insurance owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.

(d) WFE shall be responsible for the payment of all deductibles contained in any insurance hereunder.

(e) WFE shall also secure the fidelity bond as required by Section 3.09 hereof.

(f) If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the above-described insurance limits, WFE will furnish on demand such additional coverage as may reasonably be required by the City under the circumstances. All such insurance shall be effected at WFE's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

(g) The provisions requiring WFE to carry said insurance shall not be construed in any manner as waiving or restricting the liability of WFE under this Agreement.

(h) The City has the authority to vary from the specified limits as deemed necessary.

Section 8.03 CITY INSURANCE. The City will maintain liability and property insurance for the Plazas as determined in its discretion.

**ARTICLE IX.
REPRESENTATIONS AND WARRANTIES**

Section 9.01 WFE REPRESENTATIONS. WFE hereby represents and warrants to the City as follows:

(a) WFE is a duly organized nonprofit company created under the laws of the State, is qualified to conduct business in the State, has the requisite power and all required licenses to carry on its present and proposed activities, and has the full power, right, and authority to execute and perform each and all of its obligations under this Agreement;

(b) WFE has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement;

(c) Each person executing this Agreement on behalf of WFE has been or will at such time be duly authorized to execute each such document on behalf of WFE;

(d) This Agreement has been duly authorized, executed, and delivered by WFE and constitutes a valid and legally binding obligation on WFE, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar applicable laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(e) Neither the execution and delivery by WFE of this Agreement, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of (i) the governing instruments of WFE or any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a material effect on the ability of WFE to perform its obligations under this Agreement;

(f) There is no action, suit, proceeding, investigation, or litigation pending and served on WFE which challenges WFE's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or challenges the authority of the WFE official executing this Agreement; and WFE has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which WFE is aware;

(g) WFE is in material compliance with all Applicable Laws applicable to WFE or its activities connected with this Agreement; and

(h) To the best of WFE's knowledge after diligent inquiry, no event which, with the passage of time or the giving of notice, would constitute a default by WFE has occurred.

Section 9.02 CITY REPRESENTATIONS. The City hereby represents and warrants to WFE as follows:

(a) The City has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute each such document on behalf of the City;

(c) Neither the execution and delivery by the City of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a material adverse effect on the ability of the City to perform its obligations under this Agreement; and

(d) The City has taken or caused to be taken all requisite actions to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

ARTICLE X. TERM AND TERMINATION

Section 10.01 TERM. The initial term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020. The City shall have the option to renew the Agreement for successive one (1) year periods running from January 1 to December 31. Each such renewal of the Agreement will be deemed exercised by the annual approval of WFE's annual operating budget by the City for the upcoming year. If the City does not approve of WFE's annual operating budget, this Agreement will terminate on December 31 of the current year, unless otherwise terminated earlier under the provisions of Section 10.02.

Section 10.02 TERMINATION. In addition to the provisions of Section 10.01, this Agreement may terminate for any of the following reasons:

(a) The City retains the ability to terminate this Agreement in the event the City decides to sell, lease, or close the POW/MIA Plaza or the Lights on 32 Plaza. To exercise this option, the City shall provide not less than one hundred eighty (180) calendar days' advanced written notice to WFE that it has decided to sell, lease, or close the POW/MIA Plaza or the Lights on 32 Plaza.

(b) The City retains the ability to terminate this Agreement at any time within its discretion by providing WFE thirty (30) calendar days' written notice.

(c) Either Party may terminate this Agreement without termination fee, penalty, or liquidated damages if the other Party commits a breach of any material obligation under this Agreement; provided that if a Party shall, by any act or omission, be in breach of any material obligation under this Agreement and such breach shall continue for a period of fourteen (14) days after written notice thereof has been given by the Party to the offending Party, the Party shall have the right to terminate this Agreement with immediate effect by notice to the offending Party. If the material breach constitutes malfeasance or misfeasance, the City shall not be obligated to provide an opportunity to cure. For purposes of this Agreement, malfeasance means evil doing, ill conduct, the commission of some act which is positively unlawful, the doing of an act which is wholly wrongful and unlawful, the doing of an act which the person ought not to do at all, or the

unjust performance of some act which the party had no right or which he had contracted not to do. It includes any wrongful conduct that affects, interrupts, or interferes with the performance of official duties. For purposes of this Agreement, misfeasance means the improper performance of some at, which the party may lawfully do.

(d) The Parties may mutually agree, in writing, to terminate this Agreement, at any time, without termination fee, penalty, or liquidated damages.

Section 10.03 TURN OVER OF FUNDS. In the event this Agreement terminates, WFE shall turn over all funds and rights to funds collected or promised to program Events in the Plazas or to sponsor the Plazas as of the termination date to the City.

ARTICLE XI. CONFIDENTIALITY

Section 11.01 GENERALLY. All information furnished to, or developed by, WFE or any of its employees, directors, or sub-contractors pursuant to this Agreement shall be the property of the City and shall be kept confidential by WFE, both during and after the term of this Agreement.

Section 11.02 NORTH DAKOTA OPEN RECORDS REQUEST. In the event WFE receives an open records request for any records relating to its Services or this Agreement, WFE shall notify the City of the request and shall secure an opinion from the City as to whether WFE shall release the records.

ARTICLE XII. MISCELLANEOUS

Section 12.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 12.02 MODIFICATION. This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

Section 12.03 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 12.04 INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed that WFE, its directors, and its employees are at all times acting and performing as an independent contractor and not as an employee, joint venturer, agent, partner, or lessee of the City. The City shall not exercise control or direction over the specific methods by which WFE performs its Services hereunder; the sole interest and responsibility of the City shall be to ensure that the Services covered by this Agreement are rendered in accordance with the terms and conditions hereof. WFE, its directors, and its employees shall not have any claim under this Agreement against the City for workers compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or other employee benefits, all of which shall be the sole

responsibility of WFE. The City shall not withhold on behalf of WFE, its directors, or any of its personnel any sums for income tax, unemployment insurance, Social Security, or otherwise pursuant to any law or requirement of any government agency, and all such withholding, if any is required, shall be the sole responsibility of WFE. WFE shall indemnify and hold harmless the City from any and all loss or liability, if any, arising with respect to any of the foregoing benefits or withholding requirements.

Section 12.05 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 12.06 WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 12.07 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement, except those rights expressly contained herein.

Section 12.08 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

Section 12.09 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 12.10 SURVIVAL. The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

Section 12.11 AUTHORIZED REPRESENTATIVES.

(a) The City and WFE hereby designate the following individuals as their initial representatives, respectively, to administer this Agreement on their respective behalves:

- (1) City Representative: City Administrator
- (2) WFE Representative: Plaza Manager

(b) The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the City and WFE, respectively, and will be the recipients of notices and other written communications from the other Party pursuant to this Agreement, except as otherwise provided in this Agreement. Such representatives, however, will not have the authority to make decisions or give instructions binding upon the City or WFE, except to the extent expressly authorized by the City or WFE, as the case may be, in writing.

(c) In the event either the City or WFE designates a different representative, it will give the other Party written notice of the identity of and contact information for the new representative, as the case may be.

Section 12.12 NOTICES.

(a) All notices under this Agreement shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier services, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses.

(b) All notices to the City shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the City Representative:

City of West Fargo
Attn: City Representative
800 Fourth Avenue East
Suite 1
West Fargo, ND 58078

(c) All notices to WFE shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the WFE Representative:

West Fargo Events, Inc.
Attn: Plaza Manager
745 31st Avenue East, Suite 105
West Fargo, ND 58078

(d) Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Central time and all other notices received after 5:00 p.m. shall be deemed received on the first calendar day following delivery.

Section 12.13 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based upon this Agreement, or arising out of, under, or in connection with this Agreement, or with respect to any course of conduct, course of

dealing, statements (whether oral or written), or actions of any Party hereto relating to this Agreement. This provision is a material inducement for all Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

Section 12.14 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the City of West Fargo, North Dakota

The governing body of the City of West Fargo, North Dakota, approved this Agreement on the ___ day of _____, 2019.

THE CITY OF WEST FARGO, NORTH
DAKOTA

By: _____
Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Tina Fisk, City Auditor

Signature Page for West Fargo Events, Inc.

The governing board of West Fargo Events, Inc., approved this Agreement on the ____ day of _____, 2019.

WEST FARGO EVENTS, INC.

By: _____

Its: _____

DRAFT

LEASE AND USE AGREEMENT

BY AND BETWEEN

CITY OF WEST FARGO, NORTH DAKOTA

AND

SHEYENNE 32 EAST LLC

AND

SHEYENNE 32 WEST LLC

AND

SHEYENNE 32 SOUTH LLC

AND

SHEYENNE 32 NORTH LLC

AND

NORTHERN LIGHTS ON SHEYENNE, LLC

Dated as of December 16, 2019

Relating to:

A Lease and Use Agreement defining the roles and responsibilities of the Parties regarding the Parking Garage in the Sheyenne & 32 Urban Development.

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078

TABLE OF CONTENTS

ARTICLE I	2
DEFINITIONS AND INTERPRETATION	2
SECTION 1.01 DEFINITIONS	2
SECTION 1.02 INTERPRETATION	3
ARTICLE II	4
USE OF PARKING GARAGE	4
SECTION 2.01 GRANT OF RIGHT	4
SECTION 2.02 QUIET POSSESSION AND ENJOYMENT	4
SECTION 2.03 COLLABORATIVE NATURE	5
SECTION 2.04 NATURE OF INTERESTS	5
SECTION 2.05 HANDBACK	5
SECTION 2.06 SPECIAL ASSESSMENTS, TAXES, FINES, AND FEES	5
SECTION 2.07 OTHER USE OF PARKING GARAGE	5
SECTION 2.08 REVIEW	5
SECTION 2.09 MANAGER PROTEST	5
SECTION 2.10 PLAZA USE	6
ARTICLE III	6
CONTRIBUTIONS FOR OPERATION OF THE PARKING GARAGE	6
SECTION 3.01 CONTRIBUTIONS FOR OPERATIONS	6
ARTICLE IV	6
INSURANCE AND INDEMNIFICATION	6
SECTION 4.01 INSURANCE	6
SECTION 4.02 INDEMNIFICATION AND DEFENSE	7
SECTION 4.03 CERTIFICATES OF INSURANCE	7
ARTICLE V	7
DEFAULTS AND REMEDIES	7
SECTION 5.01 EVENT OF DEFAULT	7
SECTION 5.02 REMEDIES	8
ARTICLE VI	8
TERM AND TERMINATION	8
SECTION 6.01 TERM	8
SECTION 6.02 EXPIRATION	8
SECTION 6.03 TERMINATION FOR DEFAULT	8
SECTION 6.04 AGREEMENT	8
SECTION 6.05 RIGHT OF FIRST REFUSAL	8
SECTION 6.06 CASUALTY AND FIRE	9
ARTICLE VII	9

DISPUTE RESOLUTION	9
SECTION 7.01 INTENT AND PROCEDURE	9
SECTION 7.02 MEDIATION	9
SECTION 7.03 LITIGATION.....	9
SECTION 7.04 VENUE.....	9
SECTION 7.05 WAIVER OF JURY TRIAL.....	9
ARTICLE VIII.	10
MISCELLANEOUS.....	10
SECTION 8.01 AMENDED DEVELOPMENT AGREEMENT.....	10
SECTION 8.02 SUCCESSORS AND ASSIGNS	10
SECTION 8.03 AMENDMENTS	10
SECTION 8.04 WAIVER.....	10
SECTION 8.05 AUTHORIZED REPRESENTATIVES.....	10
SECTION 8.06 NOTICE	11
SECTION 8.07 NO THIRD PARTY BENEFICIARIES.....	12
SECTION 8.08 GOVERNING LAW	12
SECTION 8.09 SEVERABILITY	12
SECTION 8.10 COUNTERPARTS.....	12
SECTION 8.11 ENTIRE AGREEMENT	12
SECTION 8.12 FORCE MAJEURE	12
SIGNATURE PAGES	S-1 THROUGH S-6

LEASE AND USE AGREEMENT

THIS LEASE AND USE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2019 (the “Effective Date”), by and between City of West Fargo, North Dakota, a North Dakota municipal corporation, having an address of 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”); Sheyenne 32 East LLC, a North Dakota limited liability company having an address of 400 10th Street SE, Minot, North Dakota 58701 (hereinafter “S32E”); Sheyenne 32 West LLC, a North Dakota limited liability company having an address of 400 10th Street SE, Minot, North Dakota 58701 (hereinafter “S32W”); Sheyenne 32 South LLC, a North Dakota limited liability company having an address of 400 10th Street SE, Minot, North Dakota 58701 (hereinafter “S32S”); Sheyenne 32 North LLC, a North Dakota limited liability company having an address of 400 10th Street SE, Minot, North Dakota 58701 (hereinafter “S32N”); and Northern Lights on Sheyenne, LLC, a North Dakota limited liability company, having an address of 3280 Veterans Blvd S., Suite 303, Fargo, ND 58104 (hereinafter “NL”) (collectively, the City, S32E, S32W, S32S, S32N, and NL, the “Parties”).

WHEREAS, the City adopted a General Plan for Urban Renewal and Urban Development and the Sheyenne & 32 Urban Development Plans (collectively, the “Plans”); and

WHEREAS, in pursuit of the Plans, on February 19, 2018, the City entered into a Master Development Agreement with Sheyenne 32, LLC for the Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota (the “Property”); and

WHEREAS, on December 17, 2018, the City, Sheyenne 32, LLC, and EagleRidge Development, LLC entered into the First Amendment to Master Development Agreement (“Amended Development Agreement”) for the development of Lots 3, 4, 5, 6, 7, and 8, Block 1, of the Property by Sheyenne 32, LLC (“South Development”), and for the development of Lot 1, Block 1, of the Property by EagleRidge Development, LLC (“North Development”); and

WHEREAS, on Lot 4 of the Property, Sheyenne 32, LLC constructed the Parking Garage, which the City committed to purchase; and

WHEREAS, in the remainder of the South Development, Sheyenne 32, LLC constructed, in part, buildings now owned by S32N, S32E, S32W, and S32S; and

WHEREAS, in the North Development, EagleRidge Development, LLC constructed a mixed-use building now owned by NL; and

WHEREAS, the Amended Development Agreement outlined the leaseback of the Parking Garage to occupants of the South Development and the North Development; and

WHEREAS, the Amended Development Agreement additionally reserved rights for the North Development in the Parking Garage; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the roles and responsibilities of the lease of the Parking Garage.

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

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“Amended Development Agreement” means the First Amendment to the Master Development Agreement, dated December 17, 2018, for development of the Property.

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

“Business Day” means a day in which normal business is conducted and excludes weekends and State holidays.

“City” means the City of West Fargo, North Dakota, a North Dakota municipal corporation.

“Environmental Law” means any federal, State, or local law, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law relating in any way to human health, occupational safety, natural resources, plant or animal life, or the environment, including without limitation, the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation, and Liability Act; the Toxic Substances Act; and any similar or comparable State or local law.

“Event of Default” means those events set forth in Article V hereof.

“Good Industry Practice” means the industry practices and standards that would be exercised by a prudent and experienced service provider engaged in the same kind of undertakings and under similar circumstances as those applying to the services set forth in this Agreement.

“Lot 4” means Lot 4, Block 1, Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Manager” means a Person retained by the City to operate and manage the Parking Garage.

“Master Development Agreement” means the Master Development Agreement, dated February 19, 2018, for the development of the Property.

“North Development” means the mixed-use building or buildings constructed on Lot 1, Block 1, of the Property.

“Parking Garage” means the Parking Garage constructed on Lot 4 pursuant to the Amended Development Agreement.

“Party” means either the City, S32N, S32E, S32W, S32S, or NL, and its respective representatives, successors, or assigns, as the context requires.

“Person” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

“Plans” means the General Plan for Urban Renewal and Urban Development, dated June 2017, and the Sheyenne & 32 Urban Development Plan, dated _____, of the City.

“Property” means Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Right” means as defined in Section 2.01 hereof.

“South Development” means mixed-use buildings constructed on Lots 3, 5, 7, and 8, Block 1, of the Property.

“State” means the State of North Dakota.

“TIF District” means Tax Increment Financing District No. 2017-1 created by the City on July 17, 2017.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument,

or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and sections to, this Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. USE OF PARKING GARAGE

Section 2.01 GRANT OF RIGHT. Subject to the terms and conditions of this Agreement, the City hereby grants to NL the exclusive use of 104 spaces located on the third floor of the Parking Garage (the "NL Spaces"), and NL accepts such right and the ability to designate the use of the NL Spaces and to restrict access to the NL spaces from general public or others (the "Right").

Section 2.02 QUIET POSSESSION AND ENJOYMENT.

(a) The City covenants and agrees that, except as otherwise provided herein, NL will, at all times during the Agreement, be entitled to, and will have, the quiet possession and enjoyment of the NL Spaces and be entitled to hold this Agreement and exercise the rights granted to it under this Agreement, subject to the exercise of the City of its rights under the Agreement. The City will, at all times during this Agreement, defend the Right and any rights the City grants to NL hereunder, or any portion thereof, in each case against any Person claiming any interest adverse to the City or NL in the NL Spaces, or any portion thereof, except where such adverse interest arises as a result of an act or omission of NL in breach of the provisions of this Agreement or the negligence, misconduct, or violation of Applicable Law by NL.

(b) Notwithstanding the foregoing, NL acknowledges and understands that such right of quiet enjoyment to each part of the NL Spaces is subject to and (where relevant) will not affect:

- (1) The state and condition of each part of the NL Spaces;

(2) Any present or future rights of access to the Parking Garage granted by the City to third parties; provided, however, that the City may not grant future rights of access solely for the purpose of frustrating NL's use of the NL Spaces or that will materially or unduly interfere with NL's use of the NL Spaces; and

(3) The rights, including rights of access, granted to the City, its agents, and its employees, agents, consultants, and contractors, and to other persons under any agreement or contract entered by and between the City and NL.

Section 2.03 COLLABORATIVE NATURE. The City and NL agree to cooperate in the fulfillment of the purposes and intent of this Agreement, and neither shall be under any obligation to perform the obligations under this Agreement.

Section 2.04 NATURE OF INTERESTS. NL's rights pursuant to this Agreement are limited to those set forth in this Agreement. The Agreement does not grant NL any fee title, easement, or other real property interest of any kind or to the NL Spaces or Parking Garage except as set forth in this Agreement.

Section 2.05 HANDBACK. At the expiration or termination of this Agreement, NL will handback the NL Spaces to the City in the same or similar condition of that existing on the Effective Date, taking into consideration normal wear and tear and any improvements consented to by the City.

Section 2.06 SPECIAL ASSESSMENTS, TAXES, FINES, AND FEES. The City will be responsible for the payment of any special assessments, taxes, fines, and fees assessed against the Parking Garage during the term of this Agreement.

Section 2.07 OTHER USE OF PARKING GARAGE. Except as otherwise expressly stated or reserved herein, the Parking Garage shall be available to the general public for public parking at any time. The City, however, shall have the right to designate the non-exclusive use of the Parking Garage parking spaces, aside from the NL Spaces, for temporary use by S32E, S32W, S32S, S32N, the Manager, its related entities, their invitees, employees, and customers. The City retains the right to temporarily restrict access to the Parking Garage and may override the exclusive rights for Special Events, such Special Events not to exceed five (5) per year.

Section 2.08 REVIEW. The Parties will review the terms of the Agreement every five (5) years and amend as desired.

Section 2.09 MANAGER PROTEST. In the event the City engages a third party to serve as the Manager, the Parties reserve the ability to protest the quality of the services provided by the Manager for the Parking Garage, as well as for the plaza located at the Lights at Sheyenne 32, to the City, with the intent of termination of the Manager. If the City, in its discretion, does not terminate the Manager as a result of such protest, the Parties will engage in binding arbitration regarding the matter. The Parties must agree upon an arbiter and will equally split the costs of such arbitration.

Section 2.10 PLAZA USE. In conjunction with the rental of the Parking Garage, the tenants in the North Development and the South Development will have the opportunity to utilize the plaza located at the Lights at Sheyenne 32 as follows: (a) the tenants of the North Development will be allowed to utilize said plaza one (1) day per calendar year, rent free, so long as the tenants pay the electricity, maintenance, and clean-up costs for such use to the City; and (b) the tenants of the South Development will be allowed to utilize said plaza four (4) days per calendar year, rent free, so long as the tenants pay the electricity, maintenance, and clean-up costs for such use to the City.

**ARTICLE III.
CONTRIBUTIONS FOR OPERATION OF THE PARKING GARAGE**

Section 3.01 CONTRIBUTIONS FOR OPERATIONS. For the use of the Parking Garage, S32N, S32E, S32W, S32S, and NL shall make the following payments to the City:

(a) NL shall contribute the amount of Twenty Five Thousand Dollars (\$25,000) on an annual basis for the operational costs of the Parking Garage for the first ten (10) years of this Agreement, commencing February 1, 2020, and each and every February 1 of this Agreement. Commencing with the 11th year of this Agreement, NL's contribution towards annual operating expenses shall increase by an amount equal to the consumer price index for urban consumers (CPI-U) for the prior year; and

(b) Each of S32E, S32W, and S32S shall contribute Fifty Thousand Dollars (\$50,000) on an annual basis for the operational costs of the Parking Garage for the first ten (10) years of this Agreement, commencing on February 1, 2020, and each and every February 1 of this Agreement. Commencing with the 11th year of this Agreement, the contribution of each entity described in this Section towards annual operating expenses shall increase by an amount equal to the consumer price index for urban consumers (CPI-U) for the prior year; and

(c) S32N shall contribute Twenty Five Thousand Dollars (\$25,000) on an annual basis towards the operational costs of the Parking Garage for the first ten (10) years of this Agreement, commencing on February 1, 2020, and each and every February 1 of this Agreement. Commencing with the 11th year of this Agreement, S32N's contribution towards annual operating expenses shall increase by an amount equal to the consumer price index for urban consumers (CPI-U) for the prior year; and

(d) All remaining costs of operation shall be paid by the City.

**ARTICLE IV.
INSURANCE AND INDEMNIFICATION**

Section 4.01 INSURANCE. Each of S32N, S32E, S32W, S32S, and NL shall procure and maintain the following insurance during the term of this Agreement:

(a) Commercial general liability insurance, personal injury, bodily injury, and property damage on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and

\$2,000,000 annual aggregate, with a maximum deductible of \$25,000. The City shall be named as an additional insured on a primary, non-contributory basis.

Section 4.02 INDEMNIFICATION AND DEFENSE.

(a) To the fullest extent permitted by law, each of S32N, S32E, S32W, S32S, and NL shall, and shall cause its employees, contractors, agents, or invitees to, release, indemnify, defend, and hold harmless the City for, from, and against any and all liabilities of any nature, kind, or description directly or indirectly arising out, resulting from, or related to (in whole or in part):

- (1) This Agreement;
- (2) Any rights or interests granted pursuant to this Agreement;
- (3) The environmental condition and status of the Parking Garage caused by or contributed to by anyone other than the City, its employees, invitees, and agents; or
- (4) Any act or omission of S32N, S32E, S32W, S32S, or NL, or their employees, contractors, agents, or invitees.

(b) Each of S32N, S32E, S32W, S32S, and NL agrees, at its sole cost and expense, in the name and on behalf of the City, that it will adjust and settle all claims made against the City, and will, at the City's discretion, appear and defend any suits or actions of laws or in equity brought against the City on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed under this Agreement for which the City is alleged to be liable. The City will give notice, in writing, of the receipt or dependency of such claims, and in the event of a suit brought against the City, the City may forward summons and complaint or other process in connection therewith to the other Party, and the other Party, at the City's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless the City from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

Section 4.03 CERTIFICATES OF INSURANCE. On or prior to the Effective Date, each Party will furnish certificates of insurance evidencing the coverages, endorsements, and amendments described herein to the City. A Party will notify the City in writing at least thirty (30) calendar days prior to any cancellation, non-renewal, substitution, or material alteration of insurance.

**ARTICLE V.
DEFAULTS AND REMEDIES**

Section 5.01 EVENT OF DEFAULT. The occurrence of any one or more of the following events will constitute an Event of Default by a Party pursuant to this Agreement:

(a) A Party fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects another Party's rights or obligations under this Agreement and such failure continues without cure

for a period of thirty (30) calendar days following the date a non-defaulting Party delivers written notice thereof to the defaulting Party, giving particulars of the default in reasonable detail; or

- (b) A Party files a notice of bankruptcy or is dissolved.

Section 5.02 REMEDIES. Upon the occurrence of an Event of Default under this Agreement, a non-defaulting Party may give the defaulting Party notice declaring the defaulting Party in default and may do any or all of the following in its discretion:

- (a) Terminate this Agreement with regard to the Defaulting Party to the extent provided in Article VI; and
- (b) Exercise any other rights and remedies provided for hereunder or under Applicable Law.

ARTICLE VI. TERM AND TERMINATION

Section 6.01 TERM. This Agreement shall take effect on the Effective Date and shall remain in effect for a period of thirty five (35) years (the “Initial Term”). The Parties may extend or renew this Agreement in their discretion. At least six (6) months prior to the expiration of the Initial Term, the Parties will engage in Good Faith negotiations to consider an extension or renewal.

Section 6.02 EXPIRATION. This Agreement will terminate at the expiration of the Initial Term or any renewal period thereafter in the event the Parties do not renew this Agreement.

Section 6.03 TERMINATION FOR DEFAULT. Subject to the provisions of this Agreement, at any time after the occurrence of an Event of Default, a non-defaulting Party may terminate this Agreement with regard to a defaulting Party. A non-defaulting Party must deliver a written notice of intent to terminate this Agreement to the defaulting Party, copying the other non-defaulting Parties, thirty (30) days prior to the date of termination.

Section 6.04 AGREEMENT. The Parties may agree, in writing, to terminate this Agreement.

Section 6.05 RIGHT OF FIRST REFUSAL. Provided that none of the Parties are in default of this Agreement, if at any time during the term of this Agreement following the termination of the TIF District, the City either receives and is willing to accept a bona fide offer from a third party to purchase, or if the City offers to sell the Parking Garage to a third party, the City shall promptly transmit to the other Parties its offer to sell the Parking Garage to the other Parties upon terms and conditions identical to those offered by or to the third party, together with a true copy of such original offer. If none of the other Parties accept such offer within ten (10) days after it is made, the City may, after the ten (10) day period expires, sell the interest to a third party upon terms and conditions substantially similar to those offered to the other Parties hereto. If any of the Parties accept such offer by notice to the City within the time permitted, the offer and acceptance shall constitute a contract for the sale by the City and the purchase by the other Parties of the Parking

Garage at a closing to be held within sixty (60) days following the receipt by the City of the other Parties' notice of acceptance. On the date of such purchase, the City shall convey marketable title to the Parking Garage to the other Parties as tenants in common in exchange for the purchase price therefore.

Section 6.06 CASUALTY AND FIRE. In the event of damage or destruction of the Parking Garage by fire or other casualty, the City will utilize any insurance proceeds to repair all, or part, as applicable, of such damage or destruction. The other Parties agree to vacate the Parking Garage upon request by the City during the time period the City needs to make any necessary repairs. Following any repairs, the City may, in its discretion, decide to sell the Parking Garage in an "as is" condition.

ARTICLE VII. DISPUTE RESOLUTION

Section 7.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally, the Parties will utilize the following procedure.

Section 7.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator, and each Party will equally share in the costs for mediation services.

Section 7.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to Section 7.02, either Party may choose to litigate the matter.

Section 7.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in a court of competent jurisdiction in Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 7.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISIONS ONLY APPLIES TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 AMENDED DEVELOPMENT AGREEMENT. This Agreement is in no way intended to amend or modify the terms or conditions of the Amended Development Agreement, and the Amended Development Agreement remains in full force and effect following the Effective Date of this Agreement. In the event the terms of this Agreement conflict with the terms and conditions of the Amended Development Agreement, the Amended Development Agreement shall prevail and control.

Section 8.02 SUCCESSORS AND ASSIGNS. The Parties agree that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties in accordance with the terms and conditions of this Agreement and any Applicable Law. No assignment of any interest of the Lessee pursuant to this Agreement may be made without the express written consent of the City.

Section 8.03 AMENDMENTS. This Agreement, or any part thereof, may be amended, modified, or waived only by a written instrument duly executed by the Parties, specifying with particularity the nature and extent of such amendment, modification, and waiver.

Section 8.04 WAIVER. 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.

Section 8.05 AUTHORIZED REPRESENTATIVES.

(a) Each Party hereby designates the following individual as its initial representative to administer this Agreement on its respective behalf:

- | | | |
|-----|----------------------|--------------------|
| (1) | City Representative: | City Administrator |
| (2) | NL Representative: | Jim Bullis |
| (3) | S32N Representative: | Todd Berning |
| (4) | S32E Representative: | Todd Berning |
| (5) | S32W Representative: | Todd Berning |
| (6) | S32S Representative: | Todd Berning |

(b) The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the City and the Lessee, respectively, and will be the recipients of notices and other communications from the other Party pursuant to this Agreement. Such representatives, however,

will not have the authority to make decisions or give instructions binding on the City or the Lessee, except to the extent expressly authorized by the City or the Lessee, as the case may be.

Section 8.06 NOTICE.

(a) All notices under this Agreement shall be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by recognized overnight mail or courier services, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt, to the following addresses.

(b) All notices to the City shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the City Representative:

City of West Fargo
800 4th Avenue East, Suite 1
West Fargo, North Dakota 58078

(c) All notices to NL shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the NL Representative:

Northern Lights on Sheyenne, LLC
3280 Veterans Blvd S., Suite 303
Fargo, ND 58104

(d) All notices to S32E shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the Representative:

Sheyenne 32 East, LLC
400 10th Street SE
Minot, ND 58701

(e) All notices to S32N shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the Representative:

Sheyenne 32 North, LLC
400 10th Street SE
Minot, ND 58701

(f) All notices to S32S shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the Representative:

Sheyenne 32 South, LLC
400 10th Street SE
Minot, ND 58701

(g) All notices to S32W shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the Representative:

Sheyenne 32 West, LLC
400 10th Street SE
Minot, ND 58701

(h) Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CDT and all other notices received after 5:00 p.m. CDT shall be deemed received on the first calendar day following delivery.

Section 8.07 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefit, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement, except those rights expressly contained herein.

Section 8.08 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 8.09 SEVERABILITY. If any term or provision of this Agreement or any application thereof to any person or circumstances shall to any extent be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

Section 8.10 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 8.11 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter.

Section 8.12 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

DRAFT

Signature Page for the City of West Fargo, North Dakota

The governing body of the City of West Fargo, North Dakota, approved this Agreement on the ___ day of _____, 2019.

CITY OF WEST FARGO, NORTH
DAKOTA

By: _____
Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Tina Fisk, City Administrator

DRAFT

Signature Page for Northern Lights on Sheyenne, LLC

NORTHERN LIGHTS ON SHEYENNE,
LLC

By: _____

Its: _____

Date: _____

DRAFT

Signature Page for Sheyenne 32 North, LLC

SHEYENNE 32 NORTH, LLC

By: _____

Its: _____

Date: _____

DRAFT

Signature Page for Sheyenne 32 East, LLC

SHEYENNE 32 EAST, LLC

By: _____

Its: _____

Date: _____

DRAFT

Signature Page for Sheyenne 32 West, LLC

SHEYENNE 32 WEST, LLC

By: _____

Its: _____

Date: _____

DRAFT

Signature Page for Sheyenne 32 South, LLC

SHEYENNE 32 SOUTH, LLC

By: _____

Its: _____

Date: _____

DRAFT

PARKING GARAGE MANAGEMENT AGREEMENT

BY AND BETWEEN

CITY OF WEST FARGO, NORTH DAKOTA

AND

WEST FARGO EVENTS, INC.

Dated as of December 16, 2019

**An agreement pertaining to the management of a parking garage at the
Lights at Sheyenne 32.**

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION	1
SECTION 1.01 DEFINITIONS.....	1
SECTION 1.02 INTERPRETATION.....	3
ARTICLE II. INTENT AND PURPOSE	4
SECTION 2.01 INTENT.....	4
SECTION 2.02 PURPOSE.....	4
ARTICLE III. EMPLOYMENT OF MANAGER	4
SECTION 3.01 EMPLOYMENT OF MANAGER.....	4
SECTION 3.02 TERM.....	4
SECTION 3.03 MANAGER DUTIES.....	5
SECTION 3.04 MANAGER AS INDEPENDENT CONTRACTOR.....	5
SECTION 3.05 SUBCONTRACTORS.....	5
SECTION 3.06 YEARLY OPERATIONS AND MAINTENANCE BUDGET.....	6
SECTION 3.07 MONTHLY MANAGEMENT FEE.....	6
SECTION 3.08 PROFIT AND LOSS SHARING.....	6
SECTION 3.09 RELATIONSHIP WITH MANAGER.....	6
SECTION 3.10 STANDARD OF CARE.....	6
SECTION 3.11 LEASE AND USE AGREEMENT PAYMENTS.....	6
SECTION 3.12 MANAGER’S INSURANCE.....	6
SECTION 3.13 CITY INSURANCE.....	10
SECTION 3.14 TERMINATION OF MANAGER.....	10
SECTION 3.15 CITY STEP-IN RIGHTS.....	10
SECTION 3.16 UTILITY EXPENSES.....	10
ARTICLE IV. MANAGEMENT OF PARKING GARAGE.....	10
SECTION 4.01 MANAGER.....	10
SECTION 4.02 ADVERTISING.....	10
SECTION 4.03 SPECIAL EVENTS.....	10
SECTION 4.04 SECURITY.....	10
ARTICLE V. USE OF PARKING GARAGE.....	11
SECTION 5.01 RIGHTS RESERVED TO THE GENERAL PUBLIC.....	11
ARTICLE VI. DEFAULTS AND REMEDIES.....	11
SECTION 6.01 EVENT OF DEFAULT.....	11
SECTION 6.02 REMEDIES.....	11
ARTICLE VII. TERM AND TERMINATION	11
SECTION 7.01 TERM.....	11
SECTION 7.02 TERMINATION FOR DEFAULT.....	11
SECTION 7.03 AGREEMENT.....	11
ARTICLE VIII. INDEMNIFICATION	12
SECTION 8.01 INDEMNIFICATION BY MANAGER.....	12

SECTION 8.02	DEFENSE AND INDEMNIFICATION PROCEDURES	12
ARTICLE IX. DISPUTE RESOLUTION.....		13
SECTION 9.01	INTENT AND PROCEDURE	13
SECTION 9.02	MEDIATION	13
SECTION 9.03	LITIGATION.....	13
SECTION 9.04	VENUE.....	13
SECTION 9.05	WAIVER OF JURY TRIAL.....	13
ARTICLE X. MISCELLANEOUS		14
SECTION 10.01	AMENDED DEVELOPMENT AGREEMENT	14
SECTION 10.02	ADDITIONAL PAYMENT.....	14
SECTION 10.03	SUCCESSORS AND ASSIGNS	14
SECTION 10.04	AMENDMENTS	14
SECTION 10.05	WAIVER	14
SECTION 10.06	AUTHORIZED REPRESENTATIVES.....	14
SECTION 10.07	NOTICE	14
SECTION 10.08	NO THIRD PARTY BENEFICIARIES.....	15
SECTION 10.09	GOVERNING LAW	15
SECTION 10.10	SEVERABILITY.....	15
SECTION 10.11	COUNTERPARTS.....	15
SECTION 10.12	ENTIRE AGREEMENT	15
SECTION 10.13	NOT A GENERAL OBLIGATION.....	16
SECTION 10.14	FORCE MAJEURE	16
SIGNATURE PAGES		S-1 THROUGH S-2
EXHIBIT A – TIF DISTRICT MAP		
EXHIBIT B – DIAGRAM OF PARKING GARAGE		

PARKING GARAGE MANAGEMENT AGREEMENT

THIS PARKING GARAGE MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into on _____, 2019 (the “effective date”), by and between City of West Fargo, North Dakota, a North Dakota municipal corporation, having an address of 800 4th Avenue E., Suite 1, West Fargo, ND 58078 (hereinafter “City”), and West Fargo Events, Inc., a North Dakota non-profit corporation, having an address of 400 10th Street SE, Minot, ND 58701 (hereinafter “Manager”).

WHEREAS, on February 19, 2018, the City entered into a Master Development Agreement with Sheyenne 32, LLC and EagleRidge Development, LLC; and

WHEREAS, on December 17, 2018, the City entered into the First Amendment to Master Development Agreement with Sheyenne 32, LLC and EagleRidge Development, LLC (the “Amended Development Agreement”), for the development of Lots 3, 4, 5, 6, 7, and 8, Block 1, Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota (collectively, the “Property”); and

WHEREAS, the City created Tax Increment Financing District 2017-1 (the “District”) with jurisdictional boundaries contemporaneous with the Property to facilitate high density development of the Property; and

WHEREAS, pursuant to the Amended Development Agreement, Sheyenne 32, LLC committed to constructing a parking garage (the “Parking Garage”) on Lot 4, Block 1 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota (“Lot 4”); and

WHEREAS, following the completion of the Parking Garage and certain conditions and terms of the Amended Development Agreement, the City committed to purchasing Lot 4 and the Parking Garage from Sheyenne 32, LLC, in an amount not to exceed \$7,500,000; and

WHEREAS, the Parties wish to set forth terms and conditions with regard to the management of the Parking Garage by the terms of this Agreement.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“Amended Development Agreement” means the First Amendment to Master Development Agreement, dated December 17, 2018, by and between the City, Sheyenne 32, LLC, and EagleRidge Development, LLC.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of North Dakota, all common law and principles of equity, and all federal, state, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with any governmental authority, and, with respect to any Person, articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) the City; (b) the Manager; (c) Lot 4; or (d) the Parking Garage.

“Best Efforts” means acting in Good Faith, acting in accordance with generally accepted commercial practices, and using due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“City” means the City of West Fargo, North Dakota, a North Dakota municipal corporation, having an address of 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078.

“City Commission” means the West Fargo City Commission, the governing body of the City of West Fargo.

“City Representative” means the West Fargo City Administrator or his/her designee.

“District” means TIF District 2017-1 of the City, as more fully described in Exhibit A to this Agreement.

“Emergency Maintenance” means maintenance of the Parking Garage that must be performed in an immediate and swift fashion to avoid damage to the Parking Garage or other structures or to remedy a dangerous condition.

“Event of Default” means those events described in Article V hereof.

“Extraordinary Maintenance” means maintenance with an anticipated expense of greater than \$10,000.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

“Lease and Use Agreement” means the Lease and Use Agreement by and between the City and Sheyenne 32 East LLC, Sheyenne 32 West LLC, Sheyenne 32 South LLC, Sheyenne 32 North LLC, and Northern Lights on Sheyenne, LLC, dated as of December 16, 2019.

“Lot 4” means Lot 4, Block 1 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Manager” means West Fargo Events, Inc., a North Dakota nonprofit corporation.

“Parking Garage” means the parking garage constructed on Lot 4 in accordance with the terms and conditions of the Amended Development Agreement.

“Parking Garage Fiscal Year” means the Effective Date of this Agreement through December 31 and January 1 through December 31 of each and every year of the Agreement thereafter.

“Person” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

“Property” means Lots 3, 4, 5, 6, 7, and 8, Block 1 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Routine Maintenance” means sweeping the Parking Garage, removing unwanted water, collecting garbage, maintaining Lot 4, and completing minor repairs up to a maximum cost of \$10,000 per occurrence.

“Special Event” means an event that is open to the general public, is not by invite only, and can be limited by age only (youth vs. adult), estimated attendance to exceed one hundred (100) attendees.

“Utility” means a privately, publicly, or cooperatively owned line, facility, or system for transmitting or distributing power, electricity, light, heat, or gas, which directly or indirectly service the public.

“West Fargo Events, Inc.” means a North Dakota non-profit corporation, having a business address of 400 10th Street SE, Minot, ND 58701.

Section 1.02 INTERPRETATION.

A. The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references

herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and sections to, this Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

B. This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. INTENT AND PURPOSE

Section 2.01 INTENT. The City is the owner of the Parking Garage and desires to hire and employ a Parking Garage manager to operate and maintain the Parking Garage in order to achieve a financially viable parking garage that is properly maintained and available for use by the general public.

Section 2.02 PURPOSE. The purpose of this Agreement is to establish the procedure by which the City will contract with a Parking Garage manager to operate and maintain the Parking Garage. The City will retain the exclusive authority to terminate the Parking Garage manager for failure to perform its duties as set forth herein.

ARTICLE III. EMPLOYMENT OF MANAGER

Section 3.01 EMPLOYMENT OF MANAGER. West Fargo Events, Inc. is appointed to serve as the Manager of the Parking Garage for the initial management term and any additional terms as set forth and defined herein.

Section 3.02 TERM. West Fargo Events, Inc. shall be appointed to serve as Manager of the Parking Garage for a period of five (5) years commencing on February 1, 2020, and ending December 31, 2024 (the “Initial Management Term”). Thereafter, the City Commission may re-appoint West Fargo Events, Inc. as the Manager of the Parking Garage for additional five (5) year management terms, as follows:

A. commencing on January 1, 2025, and ending December 31, 2029 (the “Second Management Term”);

B. commencing on January 1, 2030, and ending December 31, 2034 (the “Third Management Term”);

C. commencing on January 1, 2035, and ending December 31, 2039 (the “Fourth Management Term”); and

D. commencing on January 1, 2040, and ending December 31, 2044 (the “Fifth Management Term”).

Section 3.03 MANAGER DUTIES. The Manager shall perform the following duties:

A. Perform any and all Routine Maintenance of the Parking Garage at the same standard as other City of West Fargo buildings. For any Extraordinary Maintenance of the Parking Garage, the Manager shall notify the City, and the City will be responsible for performing such maintenance.

B. Perform any and all Emergency Maintenance and notify the City of such as soon as reasonably possible. The City will be responsible for covering the costs and expenses of Emergency Maintenance.

C. Ensure security of the Parking Garage, including but not limited to monitoring patrons’ personal safety while using the facility, preventing transients, unauthorized use, and loitering, and ensuring the facility is well lit with clear signs for public movement.

D. Sweep and clean the Parking Garage, remove abandoned vehicles, junk, and/or other items of rubbish.

E. Remove snow and ice, including but not limited to making arrangements for the transportation of snow from the facility to an off-site location.

F. Set and collect fees, including daily parking, parking event, and Special Event fees, in accordance with the budget approved in accordance with Section 3.06 of this Agreement and submit all such fees to the City.

G. Provide the City with quarterly reports regarding all maintenance activities, financial reports regarding the amounts of fees and income collected from the Parking Garage and Parking Garage expenses, and any incident reports/logs related to Parking Garage security.

Section 3.04 MANAGER AS INDEPENDENT CONTRACTOR. Manager is an independent contractor and agrees and acknowledges that it will perform all services as set forth in this Agreement as necessary to fulfill the duties and responsibilities required by the City.

Section 3.05 SUBCONTRACTORS. Manager may enter into agreements with subcontractors in furtherance of their services under this Agreement, as approved by the City Commission, which approval shall not be unreasonably withheld.

Section 3.06 YEARLY OPERATIONS AND MAINTENANCE BUDGET. Manager shall, by July 10 of each and every year of this Agreement, submit to the City a detailed, proposed budget showing the estimated expenditures, profits, and anticipated Routine Maintenance and Extraordinary Maintenance for the Parking Garage for the upcoming Parking Garage Fiscal Year. The City Representative shall have the sole authority to approve or reject the proposed budget. If the City Representative objects to the proposed budget or any part thereof, the Manager shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith. If the Manager desires funds in addition to those included in the budget, it must seek written approval for such funds from the City Representative. The City Representative may approve or deny such request by the Manager in its sole discretion.

Section 3.07 MONTHLY MANAGEMENT FEE. As part of the budget described in Section 3.06, the Manager shall include its proposed management fee for the upcoming Parking Garage Fiscal Year. The City will approve a monthly management fee for the upcoming Parking Garage Fiscal Year as part of its review of the annual operating budget. By the first of each month, the City shall pay the monthly management fee to the Manager for the performance of its services the ensuing month.

Section 3.08 PROFIT AND LOSS SHARING. The Manager shall not be entitled to any profit sharing from Parking Garage operations and must remit all profits to the City. Additionally, the Manager will be responsible for losses incurred from Parking Garage operations to the extent not covered by the City. The City's liability for costs and expenses from Parking Garage operations, including for insurance and utilities as set forth in Section 3.13 and 3.16 herein, is limited to the annual lease revenue received by the City pursuant to the Lease and Use Agreement.

Section 3.09 RELATIONSHIP WITH MANAGER. Manager is retained by the City only for the purposes and to the extent set forth in this Agreement, and its relationship to the City shall, during the period or periods of services under this Agreement, be that of an independent contractor.

Section 3.10 STANDARD OF CARE. The standard of care applicable to Manager's services will be the degree of skill and diligence normally employed by persons performing the same or similar services at the time said services are performed.

Section 3.11 LEASE AND USE AGREEMENT PAYMENTS. The Manager shall not be entitled to any lease or use payments remitted to the City by the parties to the Lease and Use Agreement pursuant to the terms and conditions of the Lease and Use Agreement.

Section 3.12 MANAGER'S INSURANCE. Manager shall maintain throughout this Agreement the following insurance:

A. Manager shall purchase and maintain throughout this Agreement such insurance as is required by this Agreement in the categories and amounts set forth below:

- (1) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of Manager's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Manager's employees;

(4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

(a) by any person as a result of an offense directly or indirectly related to the employment of such person by Manager, or

(b) by any other person for any other reason;

(5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

(6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

B. The policies of insurance required by this Section will:

(1) With respect to insurance required by above paragraphs 3.12(A)(3) through 3.12(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional Liability and Workers' Compensation) the City and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;

(a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability policies, must be from insurers rated "A-" or better by the A.M. Best Company, Inc.

(2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by Applicable Law, whichever is greater;

(3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given to the City and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Manager pursuant to this section will so provide);

(4) Remain in effect at least until final payment and at all times thereafter when Manager may be correcting, removing, or replacing defective work;

(5) Include completed operations coverage:

(a) Such insurance will remain in effect for two (2) years after final payment.

(b) Manager will furnish the City and each other additional insured identified, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one (1) year thereafter.

(6) Not limit in any way Manager's duties to defend, indemnify, and hold harmless the City, its officers, employees, agents, consultants, subcontractors, and representatives in accordance with Section 8.02;

(7) Either in the policies or in endorsements, contain a "waiver of subrogation" (except for in the Professional Liability Policy and Workers' Compensation policy) that waives any right to recovery any of Manager's insurance companies might have against the City;

(8) Either in the policies or in endorsements, contain a provision that Manager's insolvency or bankruptcy will not release the insurers from payment under the policies, even when Manager's insolvency or bankruptcy prevents Manager from meeting the retention limits under the policies;

(9) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers' Compensation and Professional liability policies);

(10) Either in the policies or in endorsements, contain a provision that the legal defense provided to the City must be free of any conflict of interest, even if retention of separate legal counsel is necessary;

(11) Either in the policies or in endorsements, contain a provision that Manager's policies will be primary and noncontributory regarding any other insurance maintained by or available to the City, and that any insurance maintained by the City will be in excess of Manager's insurance and will not contribute with it (except for Workers' Compensation and Professional Liability Policies).

C. The limits of liability for the insurance required by this Section will provide coverage for not less than the following amounts or greater where required by Applicable Law:

(1) Workers' Compensation, and related coverages under Paragraphs 3.12(A)(1) and 3.12(A)(2):

- (a) State: Statutory;
- (b) Applicable Federal (e.g. Longshoreman’s): Statutory;
- (c) Employer’s Liability: \$1,000,000.

(2) Manager’s General Liability under Paragraphs 3.12(A)(3) through 3.12(A)(6) which will include premises or operations coverage, completed operations and product liability coverages, and will eliminate the exclusion with respect to property under the care, custody, and control of Manager:

- (a) General Aggregate: \$2,000,000
- (b) Products- Completed Operations Aggregate: \$2,000,000
- (c) Personal and Advertising Injury: \$2,000,000
- (d) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
- (e) Property damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- (f) Excess or Umbrella liability:
 - i. General Aggregate: \$2,000,000
 - ii. Each Occurrence: \$2,000,000

(3) Automobile Liability under Paragraph 3.12(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

- (a) Bodily injury:
 - i. Each person: \$2,000,000
 - ii. Each accident: \$2,000,000
- (b) Property Damage:
 - i. Each accident: \$2,000,000
- OR
- (c) Combined Single
 - i. Limit of: \$2,000,000

(4) Professional Liability coverage will provide coverage for not less than the following amounts:

- (a) Each claim made: \$2,000,000
- (b) Annual Aggregate: \$2,000,000

(5) The City will be included as an additional insured on all of Manager’s general liability and automobile insurance policies required under this Agreement.

D. If any required policy is written on a “claims made” form, Manager must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the City’s acceptance of all services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that services commence under this Agreement.

E. Before Manager begins performing services, Manager must send the City certificates of insurance and any applicable endorsements attesting to the existence of coverage. Manager will not allow its policies to be cancelled, lapse, and/or terminate or be amended to reduce coverage below the minimums called for in this Agreement without thirty (30) days' notice to the City. The certificates of insurance issued to confirm Manager's compliance must reference this Agreement.

F. If required insurance lapses during the term of this Agreement, the City is not required to process invoices after such lapse until Manager provides evidence of reinstatement that is effective as of the lapse date.

G. The City shall have no specific responsibility to provide any general liability coverage or workers' compensation coverage for the benefit of Manager's employees during the terms of this Agreement.

Section 3.13 CITY INSURANCE. The City will procure and maintain property insurance for the Parking Garage in an amount as determined in its sole discretion.

Section 3.14 TERMINATION OF MANAGER. The City Commission may terminate the Manager for any reason upon giving a ninety (90) day written notice to Manager, delivered in accordance with Section 10.07 of this Agreement.

Section 3.15 CITY STEP-IN RIGHTS. During the term of this Agreement, the City may terminate the Manager and step-in to serve as the Manager and/or hire another company to perform the duties of the Manager.

Section 3.16 UTILITY EXPENSES. The City is responsible for covering any and all Utility expenses incurred at the Parking Garage.

ARTICLE IV. MANAGEMENT OF PARKING GARAGE

Section 4.01 MANAGER. Subject to the terms and conditions of this Agreement, the Manager shall be the exclusive Manager of the Parking Garage.

Section 4.02 ADVERTISING. The Manager shall have the exclusive right to control the advertising on both the interior and exterior of the Parking Garage during the term of this Agreement.

Section 4.03 SPECIAL EVENTS. Notwithstanding other exclusive use rights as granted by the City, of which the City will make the Manager aware, the Manager shall have the right to temporarily restrict access to the Parking Garage and may override exclusive rights for Special Events, such Special Events not to exceed fifty (50) per year. Special Events may include Parking Garage access.

Section 4.04 SECURITY. The Manager is responsible for providing security for the Parking Garage, and the City is responsible for installing security cameras for the Parking Garage.

**ARTICLE V.
USE OF PARKING GARAGE**

Section 5.01 RIGHTS RESERVED TO THE GENERAL PUBLIC. Except as otherwise expressly granted by the City, the Parking Garage shall be available to the general public for public parking at any time.

**ARTICLE VI.
DEFAULTS AND REMEDIES**

Section 6.01 EVENT OF DEFAULT. The occurrence of any one of the following events will constitute an Event of Default by a Party pursuant to this Agreement:

A. A Party fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects another Party's rights or obligations under this Agreement and such failure continues without cure for a period of thirty (30) calendar days following the date a non-defaulting Party delivers written notice thereof to the defaulting Party, giving particulars of the default in reasonable detail.

B. The Manager files a notice of bankruptcy or is dissolved.

Section 6.02 REMEDIES. Upon the occurrence of an Event of Default under this Agreement, a non-breaching Party may give the defaulting Party and the other Party notice declaring the defaulting Party in default and may do any or all of the following in its discretion:

A. Terminate this Agreement to the extent provided in Article VII; and

B. Exercise any other rights and remedies provided for hereunder or under Applicable Law.

**ARTICLE VII.
TERM AND TERMINATION**

Section 7.01 TERM. This Agreement will take effect on the Effective Date and will remain in effect for a term of five (5) years (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for four (4) additional five (5) year terms unless a Party provides the other Party at least one hundred eighty (180) days written notice prior to the end of the respective term.

Section 7.02 TERMINATION FOR DEFAULT. Subject to the provisions of this Agreement, at any time after the occurrence of an Event of Default by a Party, the non-defaulting Party may terminate this Agreement. The non-defaulting Party must deliver a written notice of intent to terminate this Agreement to the other Party thirty (30) days prior to the date of termination.

Section 7.03 AGREEMENT. The Parties may agree, in writing, to terminate this Agreement.

ARTICLE VIII. INDEMNIFICATION

Section 8.01 INDEMNIFICATION BY MANAGER. In addition to the Manager's indemnification obligations set forth elsewhere in this Agreement, the Manager will indemnify, defend, and hold harmless the City from and against any losses actually suffered or incurred by the City (except to the extent such losses are solely caused by the Manager's conduct, negligence, or other culpable act, error, or omission of the City, its agents or representatives) due to third party claims that are based upon:

A. Any actual or alleged failure by the Manager to comply with, observe or perform any of the covenants, obligations, agreements, terms, or conditions in this Agreement or, any actual or alleged breach by the Manager of its representations or warranties set forth herein;

B. Any actual or alleged misconduct, negligence, or other culpable act, error, or omission of a subcontractor in connection with the services provided by Manager;

C. Any actual or alleged violation of any federal or state securities law by Manager;
or

D. Any actual or alleged claim for brokerage commissions, fees, or other compensation by any person who acted on behalf of the Manager.

Section 8.02 DEFENSE AND INDEMNIFICATION PROCEDURES.

A. In the event that any third-party claim for which the Manager may be required to indemnify the City hereunder is asserted in writing against the City, it will as promptly as practicable notify the Manager in writing of such claim, and such notice will include a copy of the claim and any related correspondence or documentation from the third party asserting the claim; *provided*, that any failure to give such prompt notice will not constitute a waiver of any rights of the City, except to the extent that the rights of the Manager are actually and materially prejudiced thereby.

B. The Manager will be entitled and obligated to appoint counsel of its choice at the expense of the Manager to represent the City in any action for which indemnification is sought; *provided*, that such counsel will be satisfactory to the City. Notwithstanding the Manager's appointment of counsel to represent the City in any action, the City will have the right to employ separate counsel, and the Manager will bear the reasonable fees, costs, and expenses of such counsel, if:

(1) The use of counsel chosen by the Manager to represent the City would present counsel with a conflict of interest;

(2) The actual or potential defendant in, or targets of, any such action include both the City and the Manager and the City will have reasonably concluded that there may

be legal defenses available to it which are different from or addition to those available to the Manager;

(3) The Manager will not have employed counsel to represent the City within a reasonable time after notice of the institution of such action; or

(4) The Manager authorizes the City to employ separate counsel at the Manager's expense.

C. The Manager will not be liable for any settlement or compromise by the owner of a third-party claim except with the Manager's prior written consent, which consent will not be unreasonably withheld or delayed, or except where the settlement or compromise is approved by the court after the Manager receives reasonable notice and the opportunity to be heard and such court approval has become final and non-appealable.

ARTICLE IX. DISPUTE RESOLUTION

Section 9.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally, the Parties will utilize the following procedure.

Section 9.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator, and each Party will equally share in the costs for mediation services.

Section 9.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to Section 9.02, any Party may choose to litigate the matter.

Section 9.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in a court of competent jurisdiction in Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 9.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) TO ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION ONLY APPLIES TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

**ARTICLE X.
MISCELLANEOUS**

Section 10.01 AMENDED DEVELOPMENT AGREEMENT. This Agreement is in no way intended to amend or modify the terms or conditions of the Amended Development Agreement, and the Amended Development Agreement remains in full force and effect following the Effective Date of this Agreement. In the event the terms of this Agreement conflict with the terms and conditions of the Amended Development Agreement, the Amended Development Agreement shall prevail and control.

Section 10.02 ADDITIONAL PAYMENT. Nothing contained in this Agreement shall obligate the City to make any payment for services rendered in any period after the termination of Manager's retention by the City.

Section 10.03 SUCCESSORS AND ASSIGNS. The Parties agree that this Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties in accordance with the terms and conditions of this Agreement and any Applicable Law. No assignment of any interest of any Party may be made without the express written consent of the other Party.

Section 10.04 AMENDMENTS. This Agreement, or any part thereof, may be amended, modified, or waived only by a written instrument duly executed by the Parties, specifying with particularity the nature and extent of such amendment, modification, and waiver.

Section 10.05 WAIVER. 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.

Section 10.06 AUTHORIZED REPRESENTATIVES.

A. The City and Manager each hereby designates the following individual as its initial representative to administer this Agreement on its respective behalf:

- (1) City Representative: City Administrator
- (2) Manager Representative: Mike Amundson

B. The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the City and Manager, respectively, and will be the recipients of notices and other communications from the other Parties pursuant to this Agreement. Such representatives, however, will not have the authority to make decisions or give instructions binding on the City and Manager, except to the extent expressly authorized by the City and Manager, as the case may be.

Section 10.07 NOTICE.

A. All notices under this Agreement shall be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by recognized overnight mail or courier services, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt, to the following addresses.

B. All notices to the City shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the City Representative:

City of West Fargo
800 4th Avenue East, Suite 1
West Fargo, North Dakota 58078

C. All notices to Manager shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the Manager Representative:

West Fargo Events, Inc.
745 31st Avenue East, Suite 105
West Fargo, North Dakota 58078

D. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 p.m. CDT will be deemed received on the first calendar day following delivery.

Section 10.08 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefit, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party, except those rights expressly contained herein.

Section 10.09 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 10.10 SEVERABILITY. If any term or provision of this Agreement or any application thereof to any person or circumstances shall to any extent be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

Section 10.11 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 10.12 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Agreement

supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter.

Section 10.13 NOT A GENERAL OBLIGATION. Nothing in this Agreement shall be construed as creating a general obligation of the City.

Section 10.14 FORCE MAJEURE. No Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming delay must undertake reasonable action to notify the other Parties of the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the City

The Governing Body of the City of West Fargo approved this Agreement on _____, 2019.

CITY OF WEST FARGO, a municipal corporation

By: _____
Bernie L. Dardis, President of the Board of Commissioners

ATTEST:

Tina Fisk, City Auditor

DRAFT

Signature Page for West Fargo Events, Inc.

WEST FARGO EVENTS, INC., a North
Dakota non-profit corporation

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT A – TIF DISTRICT MAP

DRAFT

EXHIBIT B – DIAGRAM OF PARKING GARAGE

DRAFT