



West Fargo City Commission Meeting
Monday, December 17, 2018
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – December 3, 2018 **(Pg. 2-4)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Gaming Site Authorization for Fargo West Rotary. Games to be conducted: Raffles on 5/11/19 at the Fargo Harley Davidson, 701 Christianson Drive **(Pg 5)**
- b. Final Plat Approval for Sukut's 5th Addition **(Pg 6-11)**
- c. Final Plat Approval for Oak Ridge 15th Addition **(Pg 12-17)**

Regular Agenda

- 1. Review Concept Plans for proposed Brooks Harbor 9th Addition Replat & Rezoning – **Tim Solberg (Pg 18-70)**
- 2. Review the Final Agreement for Sheyenne 32 Development – **Matt Marshall (Pg 71-136)**
- 3. Review Example Scope of Service and Feasibility Study Discussion for West Fargo Convention Center – **Matt Marshall (Pg 137-158)**
- 4. City Administrator's Report
- 5. Correspondence
- 6. Non-Agenda
- 7. Adjourn



**West Fargo City Commission Meeting
Monday, December 3, 2018
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, December 3, 2018, at 5:30 pm. Those present were Bernie Dardis, Eric Gjerdevig, Brad Olson, Mark Simmons, and Mike Thorstad. Commission President Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the order of agenda with the following additions to the Regular Agenda:

- 2nd Reading of Ordinance No. 1133, Engine Braking
- Discussion of Bond Refunding
- Resolution for Cass Rural Water User Rate

Commissioner Thorstad moved and Commissioner Simmons seconded to approve the minutes of November 19, 2018 City Commission Meeting. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated December 3, 2018 and Building Permits #885-905.

There were no items on the Consent Agenda.

Planning & Zoning Director Tim Solberg appeared before the Commission for a 5:30pm Public Hearing and First Reading for the rezoning of the Eaglewood 7th Addition. The Public Hearing was opened. There was no Public Comment. The Public Hearing was closed. Commissioner Simmons moved and Commissioner Olson seconded to approve the First Reading of the rezoning for Eaglewood 7th. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for the Final Plat Approval of Strawberry Fields 2nd Addition, a replat. Commissioner Olson moved and Commissioner Thorstad seconded to approve the Final Plat. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for a parking reduction request for Jordahl Custom Homes & Meridian Property Management. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the parking reduction request. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a First Reading and discussion of the proposed Liquor License Ordinance Amendment. After discussion, no action was requested of the Commission; City Attorney John Shockley and staff were directed to set up meetings with local businesses and come back to the Commission in January.

City Attorney John Shockley appeared before the Commission to review an amendment to the Sales Tax Ordinance. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the amendment of the Sales Tax Ordinance as presented. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for the Second Reading of Ordinance No. 1133 relating to Engine Braking. After discussion, Commissioner Thorstad moved and Commissioner Olson seconded to approve the Second Reading of the Ordinance. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a discussion of Bond Refunding. Mike Manstrom with Dougherty LLC also appeared before the Commission. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to move forward with the three bond items presented. No opposition. Motion carried.

Public Works Director Chris Brungardt appeared before the Commission for a discussion of the Cass Rural Water User Rate. After discussion, Commissioner Thorstad moved and Commissioner Olson seconded to approve the rate change, with the request that the savings are passed on to the customers. No opposition. Motion carried.

Public Works Director Chris Brungardt appeared before the Commission to provide an update on the Core Area Infrastructure Plan.

There was no correspondence.

Commissioner Dardis introduced Eagle Scout Ian Swenson, who attended the meeting in working towards his Citizenship in Community Badge.

Commissioner Olson moved and Commissioner Gjerdevig seconded to adjourn the meeting. No opposition. The meeting was adjourned.

Bernie Dardis
Commission President

Tina Fisk
City Auditor

Consent Agenda Item: a



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization FARGO West ROTARY

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <u>FARGO HARLEY DAVIDSON</u>			
Street <u>701 Christ. anson</u>	City <u>West Fargo</u>	ZIP Code <u>58078</u>	County <u>CASS</u>
Beginning Date(s) Authorized <u>May 11 2019</u>	Ending Date(s) Authorized <u>May 11 2019</u>	Number of twenty-one tables if zero, enter "0":	
Specific location where games of chance will be conducted and played at the site (required) <u>FARGO HARLEY DAVIDSON</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

*CK # 131
Pd 12/7/18
\$100.*

Consent Agenda

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # b

***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 13, 2018

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
 Sukut's Fifth Addition, a replat.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
 Lot 9, Block 3 of Sukut Estate's Addition, 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

A18-46		REPLAT	
Sukut's 5 th Addition			
Lot 9, Block 3 Sukut Estate's Subdivision (20 2 nd Street East), City of West Fargo, North Dakota			
Owner/Applicant: Duane & Carlene Mastel		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		12-11-2018	
Public Hearing:		12-11-2018	
City Commission:			

PURPOSE:

Subdivide lot for sale of property.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core-Retrofit Growth Area
Existing Land Use:	Commercial (Auto Sales)
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	None
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	Lot 1 – 3,000 ft ² ; Lot 2 – 4,000 ft ²
Total area size:	7,000 ft ²
Adjacent Zoning Districts:	North, East & West - C: Light Commercial; South – R-1: One & Two Family Dwellings
Adjacent street(s):	1 st Avenue East (Local); 2 nd Street East (Local)
Adjacent Bike/Pedestrian Facilities:	Parks available to access from adjacent sidewalks
Available Parks/Trail Facilities:	Adjacent sidewalks
Land Dedication Requirements:	Not required – property is developed.

DISCUSSION AND OBSERVATIONS:

- The applicant is proposing to replat one lot into two lots.
- The property has two structures. The applicant intends to retain one of the structures and sell the other. The lot split will provide for this sale.
- The new proposed lots will remain legal conforming lots as it pertains to zoning, however will need to verify the buildings will still meet building code requirements.

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- The building inspection department responded that the building code requires either specific setbacks or appropriate fire rating when setbacks are not met. Staff has requested that this be verified by the applicant.

STAFF REPORT

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

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

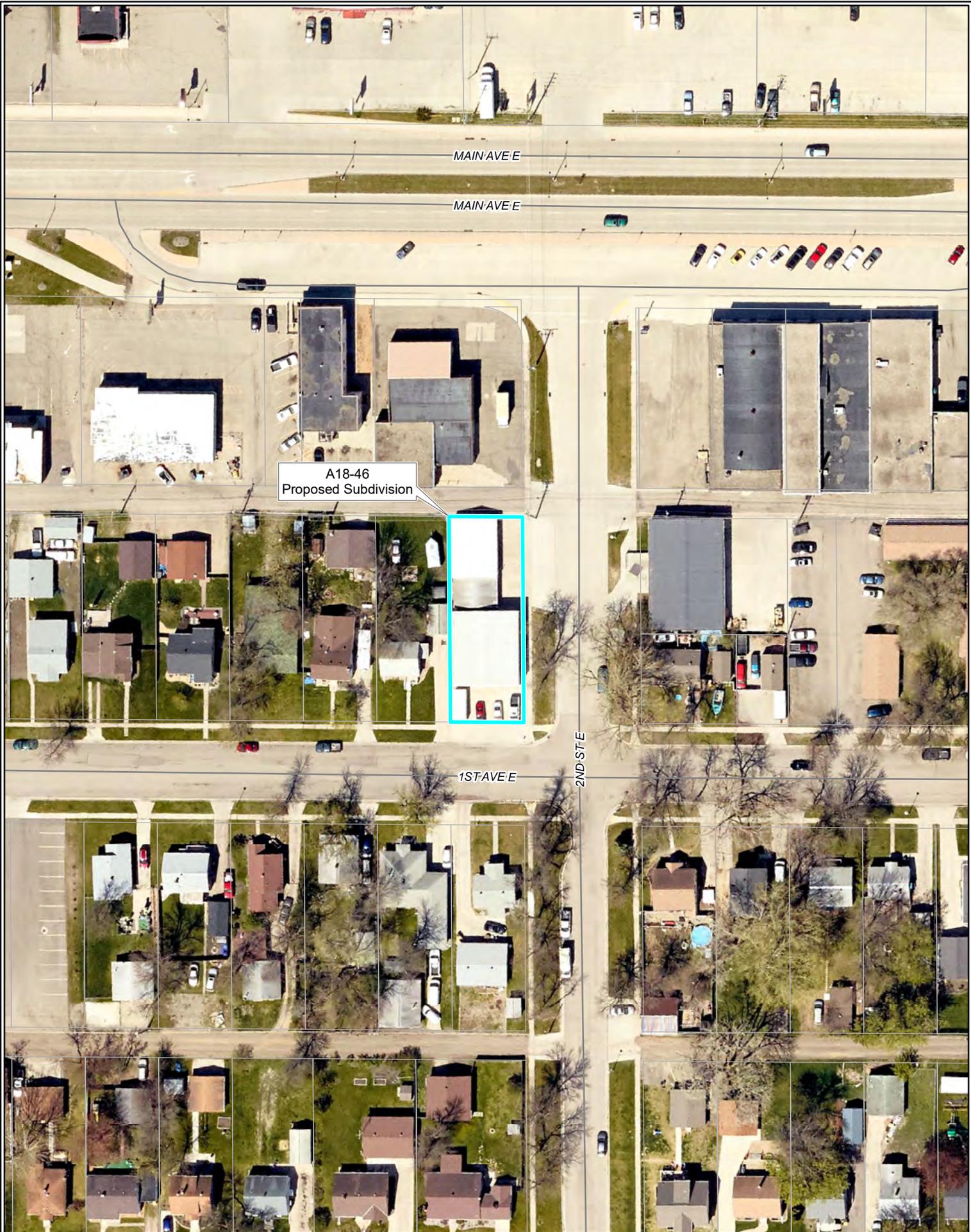
RECOMMENDATIONS:

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

1. Verification that each building on the new plat will remain compliant with applicable building codes.
2. An updated drainage plan is approved by the City Engineer.
3. An Attorney Title Opinion to the City of West Fargo is received.
4. Signed Final Plat is received with any necessary easements.
5. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their December 11, 2018 meeting, the Planning and Zoning Commission approved the replat, subject to the five conditions listed above.



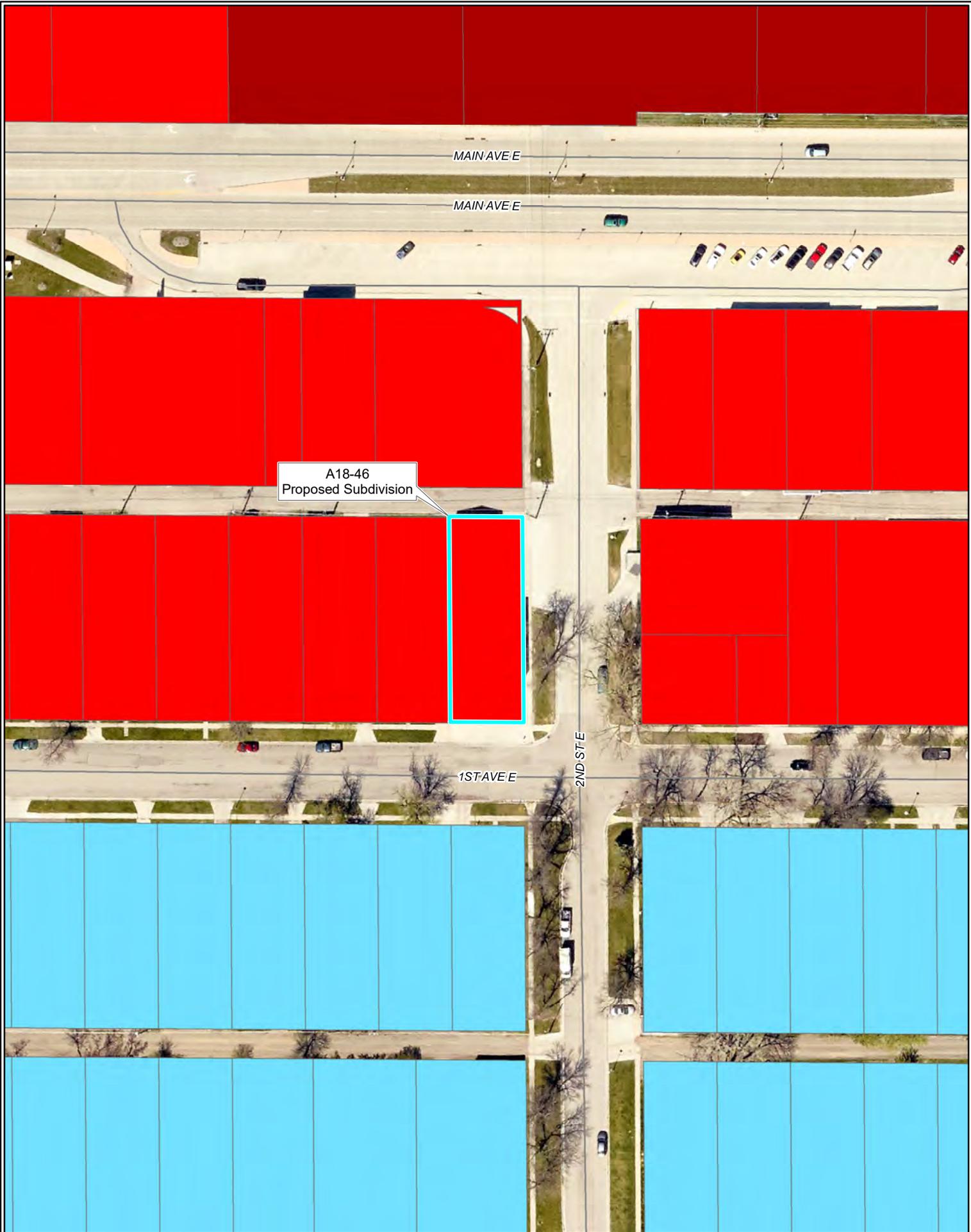
A18-46
Proposed Subdivision

MAIN AVE E

MAIN AVE E

1ST AVE E

2ND STE



A18-46
Proposed Subdivision

MAIN AVE E

MAIN AVE E

1ST AVE E

2ND ST E



- | | | | | |
|--|---|---|---|--|
| <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 | <ul style="list-style-type: none"> R-1S: Special One and Two Family R-1SM: Mixed One and Two Family R-2: Limited Multiple Dwelling R-3: Multiple Dwelling | <ul style="list-style-type: none"> R-4: Mobile Home R-5: Manufactured Home R-L1A: Large Lot Single Family R-R: Rural Residential |
|--|---|---|---|--|



**PLAT OF
SUKUT'S FIFTH ADDITION**
TO THE CITY OF WEST FARGO, A REPLAT OF LOT 9, BLOCK 3,
SUKUT ESTATE'S SUBDIVISION TO THE CITY OF WEST FARGO,
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 "SUKUT'S FIFTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 9, BLOCK 3, SUKUT ESTATE'S SUBDIVISION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

ALL OF LOT 9, BLOCK 3, SUKUT ESTATE'S SUBDIVISION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 6,998 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

SHAWN M. THOMASSON
REGISTERED LAND SURVEYOR
REG. NO. LS-5900
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 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.

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 "SUKUT'S FIFTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 9, BLOCK 3, SUKUT ESTATE'S SUBDIVISION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF SHAWN M. THOMASSON, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

DUANE J. MASTEL
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

CARLENE K. MASTEL

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUANE J. MASTEL AND CARLENE K. MASTEL, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

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

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

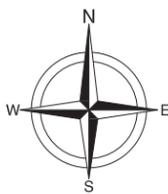
WEST FARGO CITY ATTORNEY APPROVAL

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



0 20
Scale in Feet

BASIS OF BEARINGS: THE SOUTH LINE OF BLOCK 3, SUKUT ESTATE'S SUBDIVISION HAS AN ASSUMED BEARING OF S88°29'48"W.

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #5900
- (50.00') PLAT DISTANCE

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 13, 2018
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Oak Ridge 15th Addition, a replat.
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 1 & 2, Block 1 of Oak Ridge 13th Addition, 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

A18-22		REPLAT
Oak Ridge 15 th Addition		
Lot 1 & 2, Block 1 of Oak Ridge 13 th Addition		
Applicant: Tyler Brandt Owner: 412 Properties LLC	Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:	06-12-2018	
Public Hearing:	06-12-2018 - Approval	
Final Plat Approval:		

PURPOSE:

Replat two lots to adjust lot lines and adjust easements.

STATEMENTS OF FACT:

Existing Land Use:	Vacant (Lot 1); Office/Retail (Lot 2)
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	59,929 ft ² and 83,810 ft ²
Total area size:	3.30 Acres
Adjacent Zoning Districts:	North – R-1SM: Mixed One and Two Family South – PUD: Planned Unit Development (Residential Townhomes) East – C: Light Commercial West – C: Light Commercial & PUD: Planned Unit Development
Adjacent street(s):	32 nd Avenue East (Minor Arterial); 6 th Street East (Local)
Adjacent Bike/Pedestrian Facilities:	Path along 32 nd Ave E
Available Parks/Trail Facilities:	Shadow Wood and Maple Ridge at the Preserve Parks accessible within ½ mile by sidewalks and path.
Land Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application, preliminary plat, and site plan.
- The replat is necessary to make some minor lot line adjustments to accommodate development of existing lots.
- The new lots will meet the current zoning district requirements.
- The proposed replat does not affect any public easements or right of ways.

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- None to date.

STAFF REPORT

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

- The proposed plan is consistent with City plans and Ordinances.

RECOMMENDATIONS:

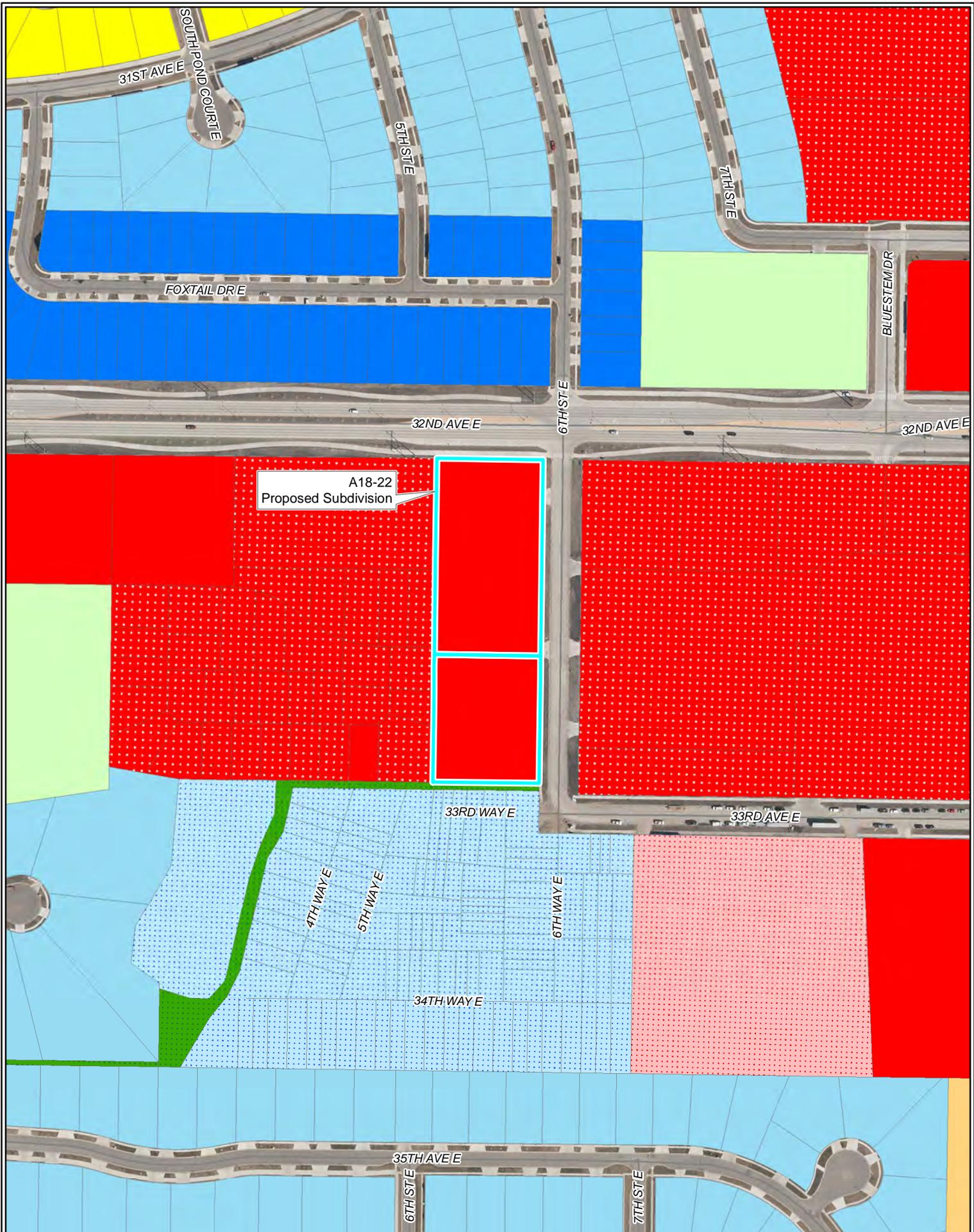
It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

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

PLANNING AND ZONING RECOMMENDATION:

At their June 12, 2018 meeting, the Planning and Zoning Commission approved the replat, subject to the four conditions listed above.





A18-22
Proposed Subdivision



- | | | | | |
|----------------------------------|---------------------------------|---|--|------------------------------------|
| A: Agricultural | HC: Heavy Commercial | P-PUD: PUD in Public | R-1SM: Mixed One and Two Family Dwelling | R-5: Manufactured Home Subdivision |
| C: Light Commercial | U: Light Industrial | R-L1A: Large Lot Single Family Dwelling | R-2: Limited Multiple Dwelling | R-1E: Rural Estate |
| C-PUD: PUD in General Commercial | CM-PUD: PUD in Light Industrial | R-1A: Single Family Dwelling | R-3: Multiple Dwelling | R-R: Rural Residential |
| C-OP: Commercial Office Park | M: Heavy Industrial | R-1: One and Two Family Dwelling | R-4: Mobile Home | R-PUD: PUD in Residential |
| C-OP-PUD: PUD in Office Park | P: Public | | | |



PLAT OF
OAK RIDGE FIFTEENTH ADDITION
 TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 AND 2, BLOCK 1, OAK RIDGE THIRTEENTH ADDITION
 TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "OAK RIDGE THIRTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 AND 2, BLOCK 1, OAK RIDGE THIRTEENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT THE EXTERIOR BOUNDARY LINES OF SAID ADDITION ARE DESCRIBED AS FOLLOWS, TO WIT:

LOTS 1 AND 2, BLOCK 1, OAK RIDGE THIRTEENTH 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 3.30 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

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

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2017.

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, 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 _____, 2017.

RICH MATTERN, PRESIDENT OF THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICH MATTERN, 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 _____, 2017.

DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, 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

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "OAK RIDGE THIRTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, OAK RIDGE SECOND ADDITION AND LOT 1, BLOCK 1, OAK RIDGE SEVENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: LOT 1: 412 PROPERTIES, LLC

BY: _____
 TITLE: _____

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF 412 PROPERTIES, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: LOT 1: FIRST INTERNATIONAL BANK & TRUST

BY: _____
 TITLE: _____

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF FIRST INTERNATIONAL BANK & TRUST.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 2: THJ DEVELOPMENTS, LLC

BY: _____
 TITLE: _____

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THJ DEVELOPMENTS, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: LOT 2: WELLS FARGO BANK, NATIONAL ASSOCIATION

BY: _____
 TITLE: _____

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF WELLS FARGO BANK, NATIONAL ASSOCIATION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



BASIS OF BEARINGS:
 OAK RIDGE 7TH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- - - ACCESS CONTROL

EASEMENT OF RECORD
 1. CASS COUNTY ELECTRIC COOPERATIVE EASE. BOOK H-9 OF MISC. PAGE 372

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 _____, 2017.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 1

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: December 13, 2018

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

Review Concept Plans for proposed Brooks Harbor 9th Addition, Replat and Rezoning from R-1: One and Two Family Dwellings to R-1SM: Mixed One & Two Family Dwellings and PUD: Planned Unit Development.

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

Lot 1, Block 2 of Brooks Harbor 5th Addition, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Review proposed concept plans. No action is requested at this time, however the applicant is seeking feedback from the Commission.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A18-44		REPLAT & REZONING
Brooks Harbor 9 th Addition		
Lot 1, Block 2 of Brooks Harbor 5 th Addition, City of West Fargo, North Dakota		
Applicant: Nate Vollmuth Owner: KLC Holdings	Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:	11-13-2018	
Public Hearing:	11-13-2018 – Concept Plans	
Detailed Development Plans:		
City Commission Introduction:		
Public Hearing & 1 st Reading:		
2 nd Reading & Final Plat Approval:		

PURPOSE:

Replat a block within a previously subdivided property to provide for a block of lots to be zoned R-1SM and a large lot to be zoned Planned Unit Development to accommodate multiple family dwellings.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban - Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	R-1: One & Two Family Dwellings
Zoning Overlay District(s):	None
Proposed Zoning District(s):	R-1SM: Mixed One and Two-Family Dwellings and PUD: Planned Unit Development
Proposed Lot size(s) or range:	Varied - Still in concept
Total area size:	8.22 Acres
Adjacent Zoning Districts:	West - R-1SM: Mixed One and Two-Family Dwellings; East – A: Agricultural (Sheyenne Diversion); North & South – P: Public Facilities
Adjacent street(s):	9 th Street West (Collector); 21 st Avenue West (Collector); 22 nd Avenue West (local); Private Drive
Adjacent Bike/Pedestrian Facilities:	Paths along 9 th Street and sidewalks along adjacent streets leading to network. Concept plans include a path along the north side of the development adjacent to diversion channel.
Available Parks/Trail Facilities:	Trail connections to parks in the Brooks Harbor development within ½ mile.
Park Dedication Requirements:	Provided with previous subdivision.

STAFF REPORT

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application, preliminary plat and area plan.
- There have been two site concepts provided, staff is including both for reference.
- The applicant proposes to develop a block of single family lots with the zoning being R-1SM: Mixed One & Two Family Dwellings residential development, which would be consistent with the surrounding development patterns.
- The remaining large lot is proposed to be developed for multiple dwellings with three, 33-unit structures and associated garage structures currently shown on the concept plan.
- Applications for multiple family dwellings within this proximity have been denied in recent years by the City Commission as they were unwilling to amend the previous Land Use Plan of the 2008 Comprehensive Plan to allow any more high density residential development in this section. The new Comprehensive Plan encourages increased density to help reduce infrastructure cost burdens, but also seeks to strengthen neighborhoods and expand housing choice through improving neighborhood design. Although there is a push to increase density for efficiencies, it is still important to consider the makeup and design of the neighborhood to encourage improvement to neighborhoods when development occurs.
- The proposed replat will potentially require new easements or right of way to accommodate circulation and connection of roads and services. This will need to be reviewed as the detailed development plans are created.

NOTICES:

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

Comments Received:

- Email correspondence has been received and attached noting concerns about decreased property values when adjacent to apartment buildings in the area and increased traffic associated with increased density.

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

- The property is currently zoned R-1, so the proposal is not consistent with the zoning decisions which have been previously made as part of the area plan for this portion of the Brooks Harbor development.
- In visual surveys reviewed during the public input phase of West Fargo 2.0, large garage buildings on the street side were very negatively received leading to discussion within the section "Strengthen Neighborhoods and Expand Housing Choice". Better design of the site can reduce this negative impact to the streetscape.
- The proposed increased density in the neighborhood can help to lessen the burden of infrastructure costs which is a concept promoted in West Fargo 2.0.

RECOMMENDATIONS:

If it is determined by the Commission to be acceptable to change the zoning district to accommodate the multiple family portion of the development staff recommends that the City approve the application in concept on the basis that with an approved zoning change that it could be determined to be consistent with City plans and ordinances with recommended conditions of approval as follows:

STAFF REPORT

- Consideration of neighborhood concerns be granted in advance of development of detailed development plans.
- Design that will either remove the large garage structures, move them from the street, or provide buffering to encourage better neighborhood design.

Staff notes that the property is currently zoned R-1: One and Two Family dwelling district. A change to a higher density is not entitled and the Commission has the discretion to deny the request solely on the basis of the current zoning of the lot.

PLANNING AND ZONING RECOMMENDATION:

At their November 13, 2018 meeting, the Planning and Zoning Commission approved the Concept subject to the two conditions listed above to include providing options within the multiple family portion of the project that will look at overall density, potential impact to the school, traffic concerns and aesthetics to improve its compatibility in the neighborhood.

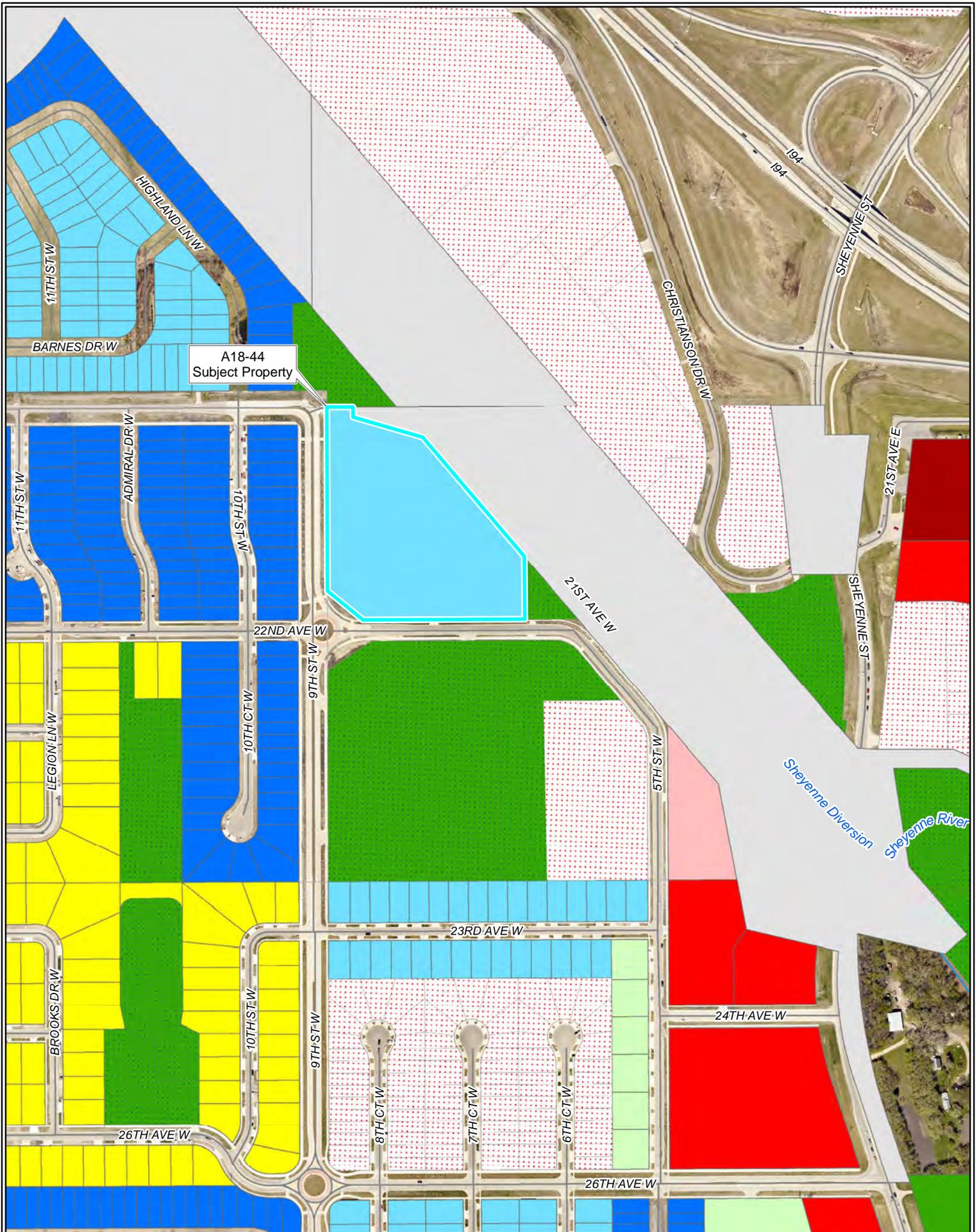
12-17-2018 UPDATED:

The applicant has provided an updated concept for the City Commission consideration that reduces the multiple family units from 99 to 90. They have also provided a concept of all single family units under the current zoning to demonstrate the traffic and density differences between their proposal and the current zoning.



A18-44
Subject Property





A18-44
Subject Property



- | | | | | |
|------------------------------|-------------------------------|-----------------------------|----------------------------------|--------------------------------|
| 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 |



BROOKS HARBOR

PLANNING COMMISSION 11/13/18



- 01 WALKABILITY
- 02 CONNECTIVITY
- 03 MIXED-USE/ACTIVITY CENTERED
- 04 SCALE
- 05 INTENSITY
- 06 HIDDEN PARKING
- 07 HOUSING CHOICE
- 08 TRANSPORTATION CHOICE

HOUSING KEY

SINGLE FAMILY UNITS:	12
MULTI-FAMILY UNITS:	99

TRAFFIC COUNT PER HOUSING

SINGLE FAMILY = 10 x UNIT =	120
MULTI-FAMILY = 6 x UNIT =	594
TOTAL TRAFFIC / DAY =	714

PUBLIC SCHOOL ENROLLMENT PER UNIT

SINGLE FAMILY = 0.80 PER UNIT =	9.6
MULTI-FAMILY = 0.35 PER UNIT =	34.5
TOTAL ENROLLMENT =	44



BROOKS HARBOR

CITY COMMISSION 12/17/18

- 01 WALKABILITY
- 02 CONNECTIVITY
- 03 MIXED-USE/ACTIVITY CENTERED
- 04 SCALE
- 05 INTENSITY
- 06 HIDDEN PARKING
- 07 HOUSING CHOICE
- 08 TRANSPORTATION CHOICE

HOUSING KEY

SINGLE FAMILY UNITS: 12
MULTI-FAMILY UNITS: 90

TRAFFIC COUNT PER HOUSING

SINGLE FAMILY = 10 x UNIT = 120
MULTI-FAMILY = 6 x UNIT = 540
TOTAL TRAFFIC / DAY = 660

PUBLIC SCHOOL ENROLLMENT PER UNIT

SINGLE FAMILY = 0.80 PER UNIT = 9.6
MULTI-FAMILY = 0.35 PER UNIT = 31.5
TOTAL ENROLLMENT = 41



BROOKS HARBOR

CURRENT ZONING

HOUSING KEY

SINGLE FAMILY UNITS: 76

MULTI-FAMILY UNITS: 0

TRAFFIC COUNT PER HOUSING

SINGLE FAMILY = 10 x UNIT = 760

MULTI-FAMILY = 6 x UNIT = 0

TOTAL TRAFFIC / DAY = 760

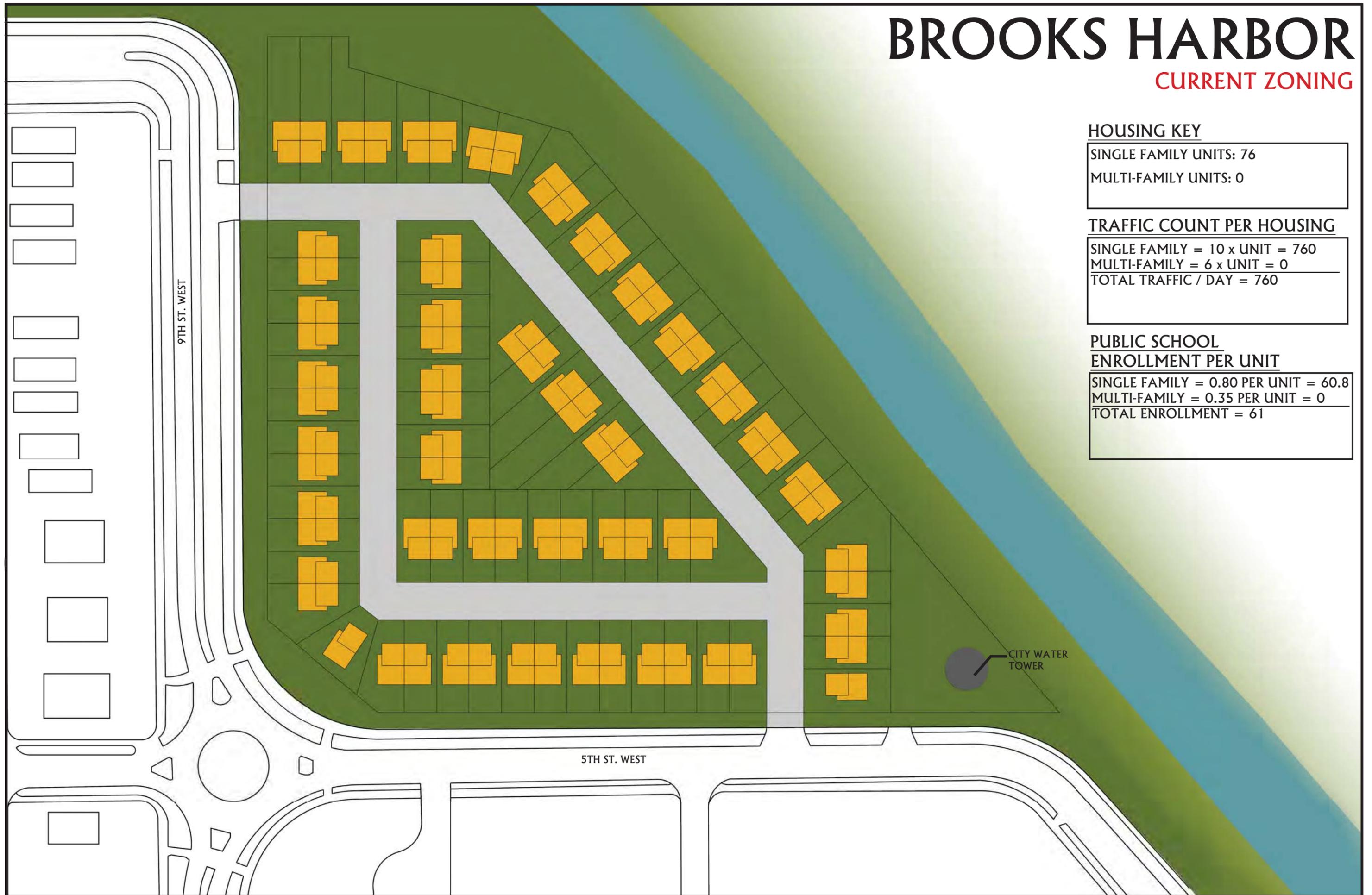
PUBLIC SCHOOL

ENROLLMENT PER UNIT

SINGLE FAMILY = 0.80 PER UNIT = 60.8

MULTI-FAMILY = 0.35 PER UNIT = 0

TOTAL ENROLLMENT = 61



November 26, 2018

To the City Commission and Planning and Zoning Commission of West Fargo,

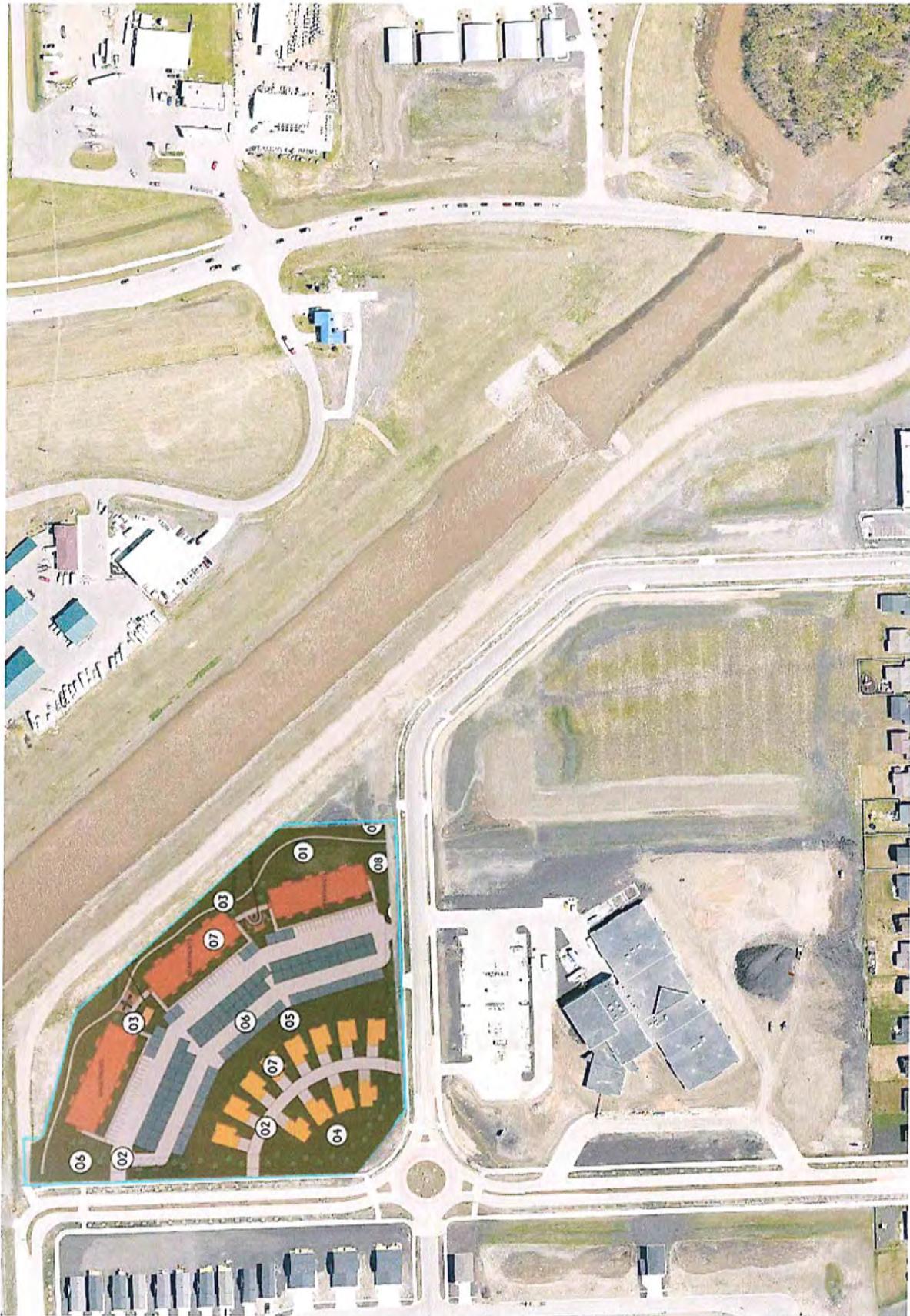
Enclosed with this letter is a petition signed by residents of Brooks Harbor who live within 150 feet of the property that is being reviewed for re-zoning.

Residents who signed this petition are requesting that the land remains zoned for one and two-family dwellings. It is their hope that you will not rezone it for apartments for a multitude of reasons including, but not limited to, its proximity to Brooks Harbor Elementary School and the Sheyenne Diversion, the rapid increase in population density in contrast to that of the gradual construction of one and two-family homes. The construction of the proposed apartments would lead to an immediate increase in traffic and an overpopulated elementary school which will undoubtedly have a negative impact on students.

We thank you for considering the concerns of Brooks Harbor residents.

Sincerely,

Brooks Harbor Residents



This map depicts the land's close proximity to the diversion and Brooks Harbor Elementary.



This map depicts the roads that are used to exit Brooks Harbor. Apartments would likely cause an immediate increase traffic, in contrast to the gradual construction of single family homes.

November 26, 2018

To the City Commission/Planning and Zoning Commission of West Fargo,

Enclosed with this letter is a petition signed by residents of Brooks Harbor who live farther than 150 feet from the parcel that is being reviewed for re-zoning.

Residents who signed this petition are requesting that the parcel remains zoned for one and two family dwellings. It is their recommendation that it is not rezoned for apartments for a multitude of reasons including, but not limited to its proximity to Brooks Harbor Elementary, the Sheyenne Diversion, and the rapid increase in density, which may lead to an immediate increase in traffic and elementary students, in contrast to the gradual construction of homes.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Griesbach', written in a cursive style.

Sarah Griesbach

606 23rd Ave. W, West Fargo, ND 58078

Petition In Opposition of: Brooks Harbor 9th Addition, Replat and Rezoning from R-1: One and Two Family Dwellings to R-ISM: Mixed One & Two Family Dwellings and PUD: Planned Unit Development of Lot 1, Block 2 of Brooks Harbor 5th Addition, City of West Fargo, North Dakota.

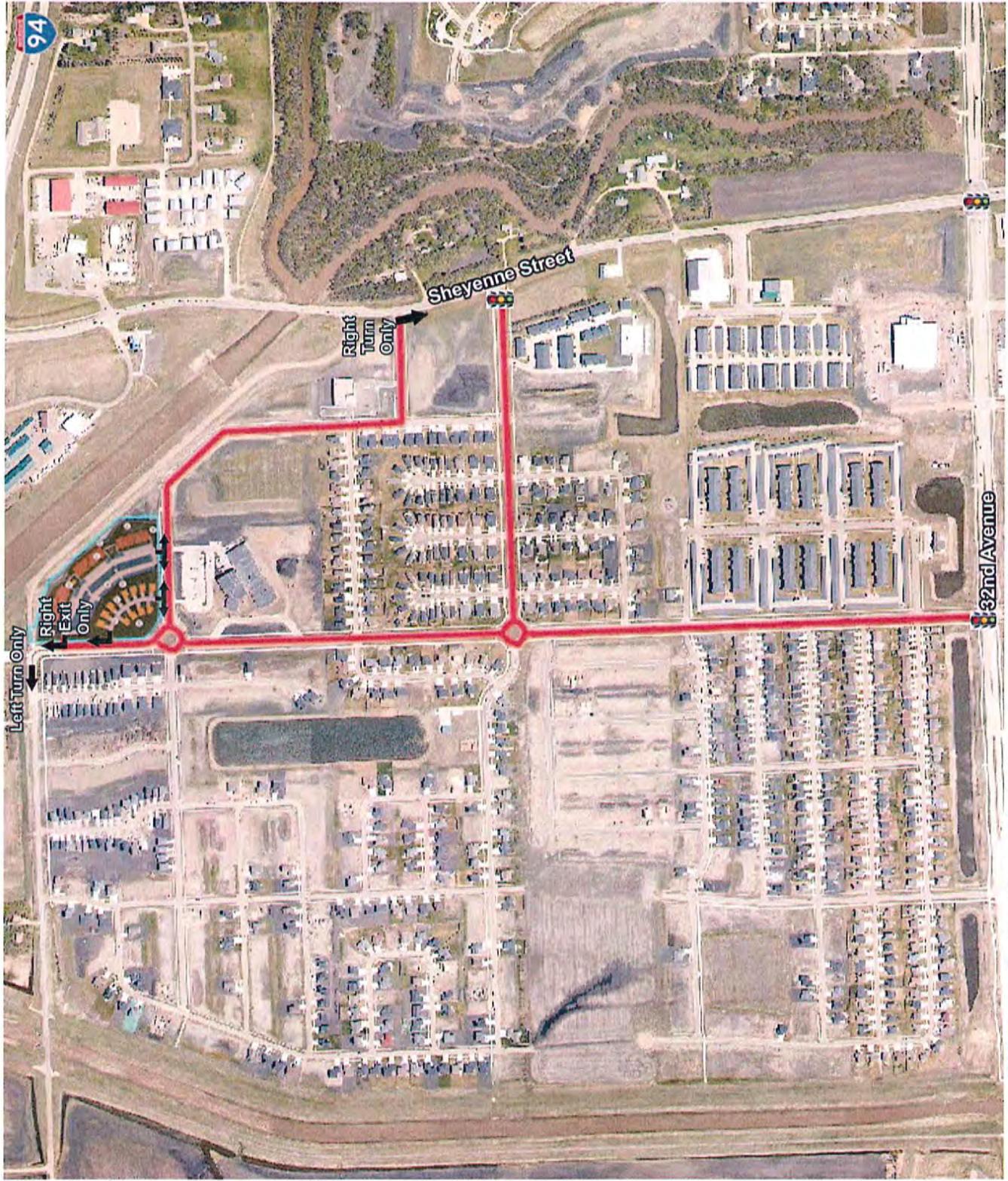
To the City Commission and Planning and Zoning Commission of West Fargo,

We, the undersigned, residents of the Brooks Harbor Addition of West Fargo, hereby protest the rezoning of Brooks Harbor as described above. We request that the property remain zoned for R-1: One and Two Family Dwellings.

Residence Address (PRINT)	Resident 1 (PRINT)	Resident 1 (SIGNATURE)	Date Signed by Resident 1	Resident 2 (PRINT)	Resident 2 (SIGNATURE)	Date Signed by Resident 2
516 23 rd Ave	Jeff Ave	[Signature]	11/25/2018	Lindsay Lund	[Signature]	11/25/18
605 23 rd Ave	Wendy Johnson	[Signature]	11/25/2018			
1011 23 rd Ave W	Katie Galloway	[Signature]	11/25/18			
1029 23 rd Ave W	Jason Christopher	[Signature]	11/25/18	Amanda Christopher	[Signature]	11-25-18
701 23 rd Ave W	Shelly Speelman	[Signature]	11-25-18			
701 23 rd Ave W	Chris Speelman	[Signature]	11-25-18			
719 23 rd Ave W	Nathan Carlson	[Signature]	11-25-18	Amanda Carlson	[Signature]	11-25-18
775 23 rd Ave W	Hillary Preston	[Signature]	11-25-18	Jared Preston	[Signature]	11-25-18
807 23 rd Ave W	Sarah Under	[Signature]	11-25-18			
2403 10 th St W	Carlin Olson	[Signature]	11-25-18	Scott Olson	[Signature]	11-25-18
2409 10 th St W	Breanna Handman	[Signature]	11-25-18	Chris Handman	[Signature]	11/25/18
2415 10 th St W	Shelley Trebo	[Signature]	11-25-18			
2216 16 th Ct W	SAGAR YAKHSI	[Signature]	11/25/18	D. Yakhsi	[Signature]	11/25/18
2256 10 th Ct W	M. Nail Elm	[Signature]	11/25/18			
2256 10 th Ct W	ANWEN ELIAS	[Signature]	11/25/18			
2256 10 th Ct W	Nathan Johnson	[Signature]	11/25/18			
2255 10 th Ct W	Katie Eggen	[Signature]	11/25/18	Katie Eggen	[Signature]	11/25/18
2247 10 th Ct W	Paul Krumm	[Signature]	11-25-18	Kristi Krumm	[Signature]	11-25-18
510 23 rd Ave W	Bonny Day	[Signature]	11/25/18			
510 23 rd Ave W	Clad Day	[Signature]	11/25-18			
611 23 rd Ave W	Farrell Galloway	[Signature]	11/25/18			



This map depicts the land's close proximity to the diversion and Brooks Harbor Elementary.



This map depicts the roads that are used to exit Brooks Harbor. Apartments would likely cause an immediate increase traffic, in contrast to the gradual construction of single family homes.

From: [Lexi Beyer](#)
To: [Tim P. Solberg](#)
Subject: Apt building brooks harbor
Date: Tuesday, November 13, 2018 1:58:17 PM

I'm emailing to express my concern about an apartment building proposed to be going up in my neighborhood, brooks harbor.

The traffic with the construction & the school right across the street is already so congested & I really don't believe our neighborhood can handle this.

--

Lexi Beyer

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From: [Brandon Steffan](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor 8th addition rezoning
Date: Tuesday, November 13, 2018 8:19:42 AM

Tim,

I'm writing to dispute the application for rezoning in the Brooks Harbor development in West Fargo and everything that is wrong with it. First of all, nobody technically lives 150ft away from where this development is to be built. That barely crosses the street. The letter I've been seeing must have been sent to maybe 20 people when it truly affects the whole neighborhood or anyone who has kids going to Brooks Harbor Elementary. I live on 10th Ct W which is a block away and didn't receive it. Its frustrating as a homeowner wanting to live in a nice quiet subdivision but then see apartment buildings crammed in. 5th St W will increasingly become a heavily trafficked street which is not desirable that close to an elementary school. That is a dangerous location based on the demographic apartment buildings will bring. This will also enlarge classroom sizes at the elementary school making the quality of schooling less for children. The amount of people that two apartment buildings will bring will also congest the outlets onto Sheyenne St.

I heavily oppose apartments in this location.

Thank you for your time.
Brandon Steffan

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From: [Bryce Johanneck](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor 9th Addition Rezone
Date: Monday, November 12, 2018 7:25:43 PM

Good morning Tim,

I'd like to express my reservation on the potential Brooks Harbor rezone, north of the Brooks Harbor Elementary school/west of the new water tower.

Affordable housing is needed in West Fargo, and is certainly welcome in Brooks Harbor. Affordability needs to be met with reasonableness, and here's where my concern lies.

Builders/developers are exploiting lower income levels in the F/M area and that's not acceptable. We don't need cookie cutter row houses with minimal garages/driveways/yards (think Westport Beach). This leads to vehicles on the driveway/street, emergency vehicles struggling to get through etc. (We certainly remember the recent West Fargo fire scenario where this exact situation played out.

If this is the plan, I'd like to discuss this further. Feel free to call/email at your convenience, I'm curious to know what citizens options are - especially when we're up against developer money.

Bryce Johanneck
320-420-1675

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From: [Tim Potter](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor 9th addition re-zoning
Date: Monday, November 12, 2018 8:47:10 PM

Tim

As a Brooks Harbor resident, I'm appalled at the attempted re-zoning of the 9th addition. Not to mention the notice sent to only residents within 150 feet, which may cover 1% of the neighborhood.

This neighborhood already has numerous multi family dwellings on its east and south east ends (Lake Crest Apartments, Diamond Creek townhomes, and Brooks Harbor Townhomes) plus a new development on the north side (Highland Meadows) to complement the ever-expanding Eaglewood development on the south side. The Sheyenne 32 project will be bringing crowds and new residents to the adjacent area as well.

Further, traffic in the neighborhood already creates an unstable environment for Brooks Harbor Elementary and its students/families. Even before the Sheyenne project began, it was difficult at best to exit the neighborhood at peak hours. Simply put, my kids and their peers will not be safe walking to/from school.

These and several other factors voiced by my neighbors will lead to decreased property values, and all of the unpleasanties that go along with that.

Please, do not approve this re-zoning

Tim Potter

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From: [Abby Pitsenbarger](#)
To: [Tim P. Solberg](#)
Subject: Brooks harbor 9th rezoning
Date: Monday, November 12, 2018 8:02:08 PM

Hello,

My house is out of the 150 ft radius for the zoning notification but it was shared on social media and I would like to send in my comment for consideration when deciding if this should be rezoned. I am against having this rezoned to high density residential apartment buildings and townhomes. It is too close to the school and It would cause too much traffic and safety issues for the school children who already have to deal with heavy traffic. It would also cause overcrowding at the school. I feel high density residential buildings do not belong there and are not necessary at that location given all of the other apartment complexes as townhouses in the eaglewood development nearby.

Thank you for taking the time to read this email.

Abby

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From: [Nathan Finneman](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor 9th Re-Zoning
Date: Tuesday, November 13, 2018 12:35:52 PM

To Whom it may Concern—

I am writing in regards to the proposed re-zoning of the Brooks Harbor 9th Addition. As a resident of the area (I live in Eaglewood 5th) I have concerns about adding density to that specific location.

My concerns stem from this is in a location where is significant traffic at peak times due to the proximity to the school. There is currently only one reliable outlet (26th Ave) onto Sheyenne from this part of the development. Without adding an additional outlet I would see serious concerns with this density given what I encounter today taking my children to school. I also understand that there is little appetite from the city or state to build another interstate exit or road over the diversion for Brooks Harbor.

Finally, I completely understand the need for high density housing in a growing community. However, I believe we need to be diligent about where this density is added. This is why I have no concerns with the proposal to give the same zoning to the section in Eaglewood 7th, which is actually closer to my home. The proposed zoning in Eaglewood would allow those residents to easily leave the community on 32nd Ave rather than have them embark from the elementary school.

Thank you for your consideration.

Nathan Finneman

Thanks,

Nathan Finneman

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From: [Mike Zeis](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor Addition
Date: Monday, November 5, 2018 8:39:57 AM

Good Morning Tim. I am a property owner on 2157 10th St west.. I am apposed to building apartment buildings that close to the school and my property. I also feel it would be to congested in that area. Thanks Mike Zeis

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From: [Jenna Foster](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor Rezoning Concerns
Date: Monday, November 12, 2018 9:13:06 PM

Hello Tom,

Thank you for your time to review this email. I was recently informed about some rezoning taking place in my neighborhood and I have a number of concerns.

1. Rezoning the area north of Brooks Harbor elementary will drastically increase class sizes harming the education for our children.
2. By adding these high density housing options the number of people and cars living in this neighborhood will also increase and have a negative impact on traffic flow. This neighborhood already only has one controlled entrance and exit and when you compound school traffic and morning rush hour it will make it difficult to flow traffic safely through the neighborhood.

Thank you again for your time and I strongly encourage you to reconsider rezoning this area due to the negative impact it will have on our community.

Thanks
Jenna Foster

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From: [Brower-Breitwieser, Carrie](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor rezoning proposal
Date: Tuesday, November 13, 2018 11:25:21 AM

Good morning, Tim.

My name is Carrie Brower-Breitwieser, and I live at 2314 10th St West in West Fargo, North Dakota. I am writing to urge you to reconsider the rezoning of Brooks Harbor 9th addition.

When purchasing a new home, we selected Brooks Harbor specifically because of the zoning. We looked at many neighborhoods in Fargo and West Fargo, and we were very pleased with the plan to maintain single family and medium density housing. We purchased a home with a pond lot after much consideration, and after checking that the land west of the pond was to remain single family or medium density zoned. We love our neighborhood. It is safe, children can play outside without significant traffic, and it truly maintains the small town neighborhood feel that I believe is very much needed in this day in age.

With an increase in density, there is risk to the school system. My oldest child is 1st grader in the Brooks Harbor Elementary school. The class sizes are already larger than intended, largely due to the high density housing already existing in the Eaglewood neighborhood. In fact, two days prior to the school opening last year, teachers and staff were forced to add last minute teaching spots and entirely new classrooms. This was due to the late registration of children living in the high density apartments that had failed to register in advance. With the current zoning plan, the school will continue to grow, but can maintain appropriate classroom sizes. As it currently stands, the traffic around the school already poses a risk. We live within a block of the school, yet my child is not allowed to walk to school due to the horrible traffic control on 9th street in the morning. Getting in and out of the school at pick up and drop off time is already quite a mess---I cannot imagine what it would be like if there were apartment building directly across from an already poorly managed area of traffic.

I have additional concerns about increase the population density and the impact on the school as it relates to my professional life. Brooks Harbor serves as one of the few ABA schools in the West Fargo district. ABA is an empirical approach to the treatment and education of behavior—specifically as it related to children diagnosed with autism. I have several patients who are able to access the incredible service offered in the Brooks Harbor school district because there is room for these children to leave their home elementary schools and participate in these special education rooms. If these slots are not available, these children will need to remain in their home school in the West Fargo district, which will require these schools (by law, as this is education deemed necessary in their individualized education plan) to provide the same caliber service in their home school. This will cost the district a considerable amount of money. The need for ABA treatment is school is currently being met.

Finally, in addition to the concerns highlighted above, I have significant concern about safety. Brooks Harbor has many retention ponds. As an individual who choose to purchase a home with a

pond lot, I see firsthand the risk that comes with children and water. One of my daughter's classmates died this summer as a result of a drowning in such a pond. I strongly oppose high density living near such a water hazard, this includes retention ponds and the Sheyenne river. I strongly believe that properties that back up to the diversion or other water features should be single family homes or medium density homes. This allows to less children to be on potentially dangerous property, and more adult oversight.

As someone who spent many years living in a large East Coast city, I understand the need for high density living, but I strongly oppose using the land across from the elementary school for this purpose. Please reconsider the rezoning proposal before you.

Best,

Carrie Brower-Breitwieser

Carrie Brower-Breitwieser, Ph.D., LP, BCBA-D
Pediatric Feeding Disorders Program, Director
Sanford Health

Clinical Assistant Professor of Neuroscience
UND School of Medicine and Health Sciences



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From: [Corey Pederson](#)
To: [Tim P. Solberg](#)
Subject: Brooks Harbor Rezoning
Date: Tuesday, November 13, 2018 2:50:30 PM

Good afternoon Tim,

I am emailing you in regards to the proposed rezoning in Brooks Harbor.

Please consider not approving this.

With the recent detour through the neighborhood, I feel that if apartment buildings get put up in that area, the roads would become too dangerous for kids walking to the elementary school. I have already seen kids almost get hit due to drivers not paying attention to the roads (there aren't even any flashing stop signs).

I also feel that even though I do not plan on having kids, by putting up multiple family dwellings in the area the schools will become overpopulated and negatively affect Brooks Harbor elementary, as well as the other 3 schools in the area. I feel that 1-2 family dwellings would be perfect for the area, but apartments would not be.

We have also had kids drown in retention ponds, I feel like putting multi-family dwellings right next to the diversion is an accident waiting to happen.

Thank you for your considerations.

Thanks,
Corey

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From: [Anthony Kleinwachter](#)
To: [Tim P. Solberg](#)
Subject: Concerned Property Owner - Regarding Proposed Brooks Harbor 9th Addition Rezoning
Date: Tuesday, November 13, 2018 4:47:12 PM

Hello,

I am a homeowner and property owner in the Brooks Harbor sub-division adjacent to the Brooks Harbor Elementary School. Having received news of the proposed zoning change from R-1 (One and Two Family dwellings) to R-1SM (Mixed and PUD), I am very concerned about the additional density to the area. The Brooks Harbor School is already near capacity and adding additional High Capacity housing will not only affect the school crowding, but also add to the already congested traffic in the area.

Another alarming concern is the close proximity to the Sheyenne Diversion. There have been 2 deaths in retention ponds in our area already, and allowing high capacity housing near a waterway is adding inherent risk.

Thank you for your time and I appreciate you hearing our concerns. I hope the Brooks Harbor property owner's concerns are not taken lightly and considered prior to your decision.

Sincerely,

Anthony Kleinwachter
522 23rd Ave W.
West Fargo, ND 58078

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From: [chad olson](#)
To: [Tim P. Solberg](#)
Subject: Fwd: Brooks harbor
Date: Monday, November 12, 2018 11:13:46 PM

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: chad olson <olson4286@hotmail.com>
Date: 11/12/18 11:11 PM (GMT-06:00)
To: Tim.Soberg@westfargond.gov
Subject: Brooks harbor

We live at 504 23rd ave w and object to re zoning attempts for the apartments to north of school. Traffic is already horrible and adding single home units will make it worse. The city of west Fargo needs to notify all those in that area involved not just those within 150 feet. That is not how a community operates and not how the city should behave. I never got a letter for the water tower. And we are paying enough specials for other areas to use.

Respectfully

Chad Olson

Sent from my Verizon, Samsung Galaxy smartphone

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From: [Sjulstad, Brideen](#)
To: [Tim P. Solberg](#)
Subject: No to the re-zoning
Date: Monday, November 12, 2018 8:42:38 PM

Hello,

I am writing to oppose the proposal of re-zoning across from the Brook Harbor School for the development of single family homes and one large lot for multi dwelling. Brooks Harbor school is already reaching its max for students. This will have a big ripple effect to our quiet neighborhood and the schools nearby. Once Brooks Harbor is full the students will get pushed to other schools. Building two 45 unit apartments will add more traffic to an already bottle neck near the school. I suggest the developers and possibly your staff come to our round a bout at 7:40 in the morning. I think you will understand. My son along with other children are just accidents waiting to happen. With that much traffic I can assure someone will more than likely get hurt in the mornings. The traffic is ridiculous. I am asking that they find another solution. And sending a notice to just a small handful of people on the matter was poor planning for west Fargo. Don't they want the neighbors input? I really feel that this land can be used in a better way. One that doesn't cause more accidents and poor education for our kids. We moved to this neighborhood from a farm land area. We chose this neighborhood because of its small school size and quiet neighborhood. Give it some more though please. For our kids sake.

Thanks
The Sjulstad's

--

Thank you,

Brideen Sjulstad
Media Center Administrative Assistant
Moorhead Public Schools
Dorothy Dodds Elementary
Moorhead, MN 56560
(p) 218-284-1336

"Never judge a book by its cover."

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From: [Jared Hanson](#)
To: [Tim P. Solberg](#)
Subject: Proposed brooks harbor 9th addition rezoning
Date: Wednesday, October 31, 2018 5:25:26 PM

Hi, I'm a new owner in this neighborhood, and whole heartedly oppose this addition. There are entirely too many apartments in both Fargo and West Fargo. This is an instant decrease in value for my property purchase. Ruining neighborhoods with a large apartment complex is not what builds great neighborhoods. There are places for apartments, and it's not in the middle of a community like this.

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From: [Katherine Smith](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Addition Rezoning
Date: Monday, November 12, 2018 8:18:30 PM

Hello,

My name is Katie Figuerres and I am emailing regarding concerns about the proposed Brooks Harbor addition rezoning. I live on 10th Ct. W., and I am concerned that rezoning this area to include 245 unit apartments will cause issues not only for traffic but for the school children. I believe this will cause stress for parents and children trying to get kids to school and picking children up from school. Without apartment units, there is lots of traffic and children trying to cross the street. I feel that rezoning this area for apartment units will impact Brooks Harbor in a negative way.

-Katie Figuerres

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From: [Kryssy Maue](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Addition Rezoning Conerns
Date: Tuesday, November 13, 2018 9:24:25 AM

To whom this may concern,

Good morning, I am writing today to voice my concerns as to why this proposed rezoning of the 9th addition should not occur.

Currently, Brooks Harbor Elementary school is dealing with higher classroom numbers as it is. With the proposed housing addition, and more children added, the classrooms will get overcrowded and will threaten the quality of the education for the children and will overwhelm the teachers. Also, the traffic issues that occur around the school/round-a-bout is already a disaster. It is unsafe the way it is, adding that many more cars trying to get in and out of that development will only make things worse. The children of this neighborhood do not receive busing due to the boundaries so they all walk. We are already fighting for the safety of the children who are crossing the road to school as well as making the flow of traffic smoother as it gets congested and backed up through the round-a-bout and overflows onto connecting streets.

Not only will it be detrimental to the area for traffic and population reasons, it will be an eyesore. I did not purchase my lot and choose to build my house in this area to have to look at large apartment buildings. The water tower is already a time consuming eyesore the way it is. I chose this area as it is near the river and had the simple neighborhood feel. Perfect for jogging, walking my dogs and riding bikes around the neighborhood. I do not want that jeopardized.

We appreciate the opportunity to voice our opinions about this, we just hope that the long time voices of Brooks Harbor residents takes precedence over the deep pockets of the developers.

Thank you for your time,

Krystyne Johnson

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From: [Sarah Griesbach](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Addition Rezoning
Date: Tuesday, November 13, 2018 8:27:17 AM

Dear Tim Solberg,

My home is located at 606 23rd Ave W, West Fargo. I am hoping that my email along with my neighbors' emails, calls, and attendance at tonight's meeting will help guide your decision in the potential rezoning our neighborhood.

Our neighborhood is full. It's full of life and excitement with the elementary school but it is just jam packed with houses as well. In my opinion, we are just setting ourselves up for a cramped, visually unappealing, and unsafe environment if apartments are added. I have seen students narrowly cross the street to get to school as it is with the high traffic levels, not just due to the construction rerouting.

Our back yard faces where the apartments would be. We selected our home with the notion that it was an open area that could be filled with a school, church, park, and childcare. We had hoped that the properties behind us could be used for the good of our neighborhood with only temporary increases in traffic and population.

I believe West Fargo has other potential areas in which apartments could be placed and does already offer an abundance of high density housing.

I am asking you to not rezone this space for apartments.

Sincerely,

Sarah Griesbach
701-866-6363

Sent from my iPhone

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From: [Danielle Rueckert](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Addition Rezoning
Date: Monday, November 12, 2018 8:17:08 PM

Tim Solberg,

I am emailing you regarding the Brooks Harbor 9th Addition Rezoning. I do not agree that the addition should be built. I recently bought a house that is my back yard you want to build on and we bought the house due to no neighbors would be behind us. Also, it will increase traffic around an already busy elementary school that children are already having a tough time getting to due to the increase of traffic. The class sizes at the school will than increase and the student to teacher ratio will be out of control. It is in the best for the children to not build ANYTHING in that land! By building in the land it will also have a negative effect on our property value which I am not okay with! With building in that area it is a HUGE accident waiting to happen. As a concerned citizen of Brooks Harbor I say NO do not build the "proposed Brooks Harbor 9th Addition Rezoning"! It is just a big negative addition to the neighborhood that will create a HUGE accident!!

Thank you,

Danielle Rueckert

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From: [Michael Hacanson](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Addition Rezoning
Date: Tuesday, November 13, 2018 9:44:27 AM

Good Morning Mr. Solberg,

My name is Michael Hacanson and I own property at 2109 10th St. W., just adjacent to the property up for rezoning. I am writing to voice my opposition to the PUD (high density housing) aspect of the rezoning. I feel with the lot sizes as small as they are directly adjacent and with the additional housing being developed in the Highland Meadows First that we simply cannot afford the additional strain to the area. I would assume your offices have deemed the roads as capable of handling the extra traffic but I am concerned about the proximity of the proposed apartments access to 22nd Ave W. and with the school. Currently at drop off and pick up times at the school, traffic already backs up out of the school drop-off lane and into the roundabout on 9th St W and 22nd Ave W. Perhaps that was a faulty design of the school but a problem currently nonetheless that will only amplify as apartment dwellers attempt to exit that property in the morning, not to mention the additional Highland Meadows traffic that will soon be introduced.

I currently am proud to live in the Brooks Harbor neighborhood but the lots are small and extremely packed in Brooks Harbor 6th Addition. It appears the same holds true for the Highland Meadows Addition. Smaller "starter" homes, rental properties, first time homeowners, and high density housing will lead to deteriorating conditions and ultimately lower property values of Brooks Harbor 6th and Highland Meadows. I want this area to turn into a beautiful, prosperous neighborhood that people will seek out and also be proud to live in.

I realize a recreational area like soccer fields or baseball diamonds would not be in the best interest of the developer or current land owner but could really compliment the school and the current demographic of the immediate area with younger families.

Lastly, if I may ask 2 questions: 1. Who is the developer that has requested this rezoning? 2. With the new road that will intersect with 9th St. W for the 1 and 2 family dwellings to the north of the apartments, will that be made into an intersection or a roundabout? Or will property owners there be forced to make a right hand turn only onto 9th St. W. as they exit that road? If a right turn only that will cause issues as drivers are trying to make U turns, etc.

Thanks for your consideration.

Michael Hacanson
2109 10th St. W.
West Fargo, ND 58078

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From: [George Andersch](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th addition rezoning
Date: Tuesday, November 13, 2018 2:30:35 PM

Mr. Solberg,

I am writing to express my concern over the inclusion of high density apartment buildings being included in the latest rezoning of the community. As a resident who lives very close to the proposed site and has children in the Brooks Harbor Elementary, I can see first hand the problems this will cause.

As a community we still have many lots with houses sitting unsold and many lots still yet to be built. Also, the new development north of 21st street means to add immensely to the density of the area. It was stated during the last rezoning meeting that the area was already close to its max population density, Adding over 100 units (most likely multi-tenant and families) within a 1 block area doesn't provide any benefit to the area but places much undue burden on its community support infrastructure. .

I walk my children across the street every morning at the corner of 9th ST and 23Ave West and as it stands now with our current population the traffic on 9th ST is already becoming difficult to manage and dangerous for the children. More controlled access crossings would be a great start in helping with this issue.

The recent detour through our area for the Sheyenne St construction was a perfect case study. It clearly showed the road design in our development can not handle much more. During peak commuter hours it wasn't uncommon to be stuck in our development for over 20 minutes with lines of cars weaving through the blocks waiting to get onto Sheyennen (A distance that should take 20 seconds!). If the temporary light wasn't put in it would have been completely non-functional and we'd all have been trapped in here!

The community doesn't need more people smashed into smaller space. The area needs to be able to grow with quality housing as it has been doing and allow the resources of the community to grow properly in kind without being over burdened.

Such a Large amount of rental properties would not only put an unnecessary burden on the community, it would also be bad business. The area is already saturated with rental buildings, all of which have vacancies. A high percentage of the current rental properties already in the area are vacant. This rezoning doesn't offer to raise the value of our community it only proves to drag it down.

It's not right or ethical, to drop a change of this magnitude on the community with such short notice. Building an apartment complex in a high end area like Brooks harbor serves no purpose other than to be a clear money grab and shows no regard for the value of the community or the people in it.

George Andersch
Brooks Harbor Resident

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From: [Sam Wilke](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Addition Re-zoning
Date: Monday, November 12, 2018 9:42:43 PM

RE: Proposed Brooks Harbor 9th Addition Re-zoning:

I live at 612 23rd Ave W and was notified of the request via our neighborhood Facebook page. I am currently out of state and unable to attend the zoning meeting and writing in opposition of the request.

A few years back, this area was re-zoned along with the properties West of Brooks Harbor Elementary around and North of the North retention pond. At this time, multiple family dwellings and/or high-density housing requests were denied. I recall a calculation of such properties within a defined area of the City as the basis for the denial. That calculation proved that there was an excess of such housing. I don't see any reason why the percentage of such housing would be any different today, thus remaining in excess. Enough is enough, let's work to preserve single-family neighborhoods. R-3 is undesirable to those that purchased single-family homes in the area and unfair to force a change in zoning.

Also, I find it clever that the re-zoning request letter describes changing an R-1 property to an R-1SM with PUD but does not explicitly note R-3. Only on a map showing the re-zoned lots does the R-3 become apparent and is depicted as "R-3 OR PUD" on the map.

I am in full support of R-1 zoning for the property. I'm in full support of a church as was the expressed plan for that land in the previous re-zoning. R-1SM for the entire area is better than having R-3. If R-3 is allowed, could it be pushed to the North side of the property? That way it's a little more out of site.

Thank you,

Sam Wilke

Sent from [Outlook](#)

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From: [Kirk](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th edition rezoning
Date: Monday, November 12, 2018 9:24:10 PM

Hello,

As a resident of Brooks Harbor I am deeply disappointed that I was not notified of the proposed rezoning. Notification of residents within 150 feet is completely unacceptable when you consider the impact of the entire neighborhood.

This would not only provide enormous traffic problems but it would also substantially increase classroom sizes. My wife and I built a single family home in a single family neighborhood because we were tired of apartment life and I do not want anymore high density, cookie cutter dwellings in this neighborhood. Please reconsider this rezoning proposal.

I look forward to learning more at the meeting tomorrow night.

Sincerely,

Kirk Foster

Sent from my iPad

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From: [meghandahnke1](#)
To: [Tim P. Solberg](#)
Subject: Proposed Brooks Harbor 9th Rezone
Date: Monday, November 12, 2018 8:29:47 PM

Proposed Brooks Harbor Rezone Addition 9.

This is total bullshit. My husband Jed Dahnke and I both oppose this rezone proposal. The school and existing traffic cannot handle additional squalor. I am so sick of the idea of losing a neighborhood for more apartments. Get your ass outside and watch the kids who are nearly missed by the current traffic. There is going to be an accident if you move forward with this. A church I could handle, but another apartment complex? Are you kidding me? I AM NOT PAYING FOR THIS. We live at 1317 Legion Lane and have been thankfully notified by our "150ft neighbors". In fact if you and the WF board have a head brewing over this, let me be your buzzkill and let you formally know we OPPOSE. Highly oppose and will continue to fight against this.

Pissed off and Willing to Fight-

MeghN Dahnke

Sent from my Verizon, Samsung Galaxy smartphone

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From: [Marlena McGath](#)
To: [Tim P. Solberg](#)
Subject: Proposed brooks harbor addition
Date: Sunday, November 4, 2018 4:30:15 PM

Hello Tim, I would like to voice my concern for the brooks harbor addition. I am the property owner of 2161 10th St W, West Fargo. I am opposed to the addition of apartment buildings in the brooks harbor area. This would drastically increase the congestion of area, not to mention being too close to the elementary school zone. Can't we have 1 area in west Fargo without apartment buildings?? I feel that west Fargo alone has an over abundance of apartment buildings. I believe adding apartment building will also decrease the value of my property. I would like to see only single family homes/twin homes in the brooks harbor area to make this area look more appealing and safer for this nice and quiet community. The reason I purchased this property was because I was told that there was not going to be apartment buildings being developed. Again, can't we have 1 area without apartment buildings? Thank you, Marlena Zeis, property owner.

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From: [Erica Riggs](#)
To: [Tim P. Solberg](#)
Subject: Re: Brooks Harbor 9th Addition Rezoning
Date: Monday, November 12, 2018 7:54:00 PM

Hello Tim,

My name is Erica Riggs and I live in the Eaglewood Subdivision in West Fargo. I have learned of the proposal for rezoning of single family dwellings and would like to express my opposition to this. Our neighborhood can not handle an additional 100+ families living here. Our schools were not built to handle that many more children. 9th is already dangerous to cross because of how fast people drive & adding that many more residents would only make matters worse. Furthermore, my husband and I wanted to buy a home in a single family neighborhood not one that is overwhelmed with multi-family units.

Please reconsider passing this proposal.

Thank you,
Erica Riggs

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From: [Craig Griesbach](#)
To: [Tim P. Solberg](#)
Subject: RE: Proposed Brooks Harbor 9th Addition Rezoning
Date: Tuesday, November 13, 2018 10:15:36 AM

Tim,

I am writing to state my opposition to the above referenced rezoning. Besides the considerable increase in vehicle traffic this will add to the area, my primary concern is the location of the high density housing relative to the Sheyenne Diversion. As you know, last year we saw two deaths as the result of drowning in retention ponds. I believe if we were to zone back yards or commercial properties as a buffer to these hazards we could avoid some of the incidents.

Thank you,

Craig Griesbach
606 23rd Ave W
West Fargo, ND 58078
(701) 561-1805 Cell
griesbach135@gmail.com

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From: [Spencer Nordman](#)
To: [Tim P. Solberg](#)
Subject: Rezoning Brooks Harbor 9th Addition
Date: Monday, November 12, 2018 9:21:58 PM

Hello Tim -

I have concern as a resident in Brooks Harbor regarding the rezoning of this plot (Brooks Harbor 9th Addition) to mixed one and two family dwellings as well as apartment housing. My concerns include the following:

- 1) increases the potential for traffic accidents; this would include concern for elementary aged students walking to school which does not have sufficient traffic signs nor police patrol to monitor for these concerns in the meantime;
- 2) potentially decrease the education quality the students will receive going forward due to increased classroom sizes; and
- 3) may require an additional school to be built thereby increasing nearby taxes.

Please consider the neighborhood's concerns to utilize the area in a different manner.

Thank you,
Spencer

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From: [bonny day](#)
To: [Tim P. Solberg](#)
Subject: Rezoning brooks harbor 9th
Date: Monday, November 12, 2018 7:41:00 PM

I am writing to say we do not want this addition to our neighborhood. We don't want the extra traffic and apartments across from the school. Please reconsider.

[Sent from Yahoo Mail for iPhone](#)

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From: [Jana Potter](#)
To: [Tim P. Solberg](#)
Subject: Rezoning of Brooks Harbor
Date: Monday, November 12, 2018 8:33:20 PM

To Whom it May Concern:

I would urge you to reconsider rezoning Lot 1 Block 2 in the Brooks Harbor development. The amount of traffic in the mornings and evenings is a large concern for myself and my neighbors, and rezoning this area to accommodate an apartment complex will only add to the traffic concerns, and compound them.

With so many students walking to school in the mornings, and home in the afternoons, traffic is also a concern. Adding more kids, and cars, to the limited streets that access the school would, again, only compound the problem.

Please reconsider the rezoning.

Respectfully,
Jana Potter

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From: [Brooke Riggs](#)
To: [Tim P. Solberg](#)
Subject: Rezoning
Date: Monday, November 12, 2018 8:46:40 PM

Hello-

My name is Brooke Farkas and I live in the Brooks Harbor development where you have currently sent out a letter to rezoning the land area behind my house. Our address is 2105 10th St. W. When we built the house with J&L homes BEFORE we built we specifically asked what would be built in the lot across from our backyard and we were told a church. We were ok with that as we DID NOT want apartments being built there. We have MANY reasons this is not a good idea for our development/area and I know many people feel this way. This will affect the entire Brooks Harbor development with more traffic and more traffic and stress for the school. With children walking the neighborhood already to try and get to school and with all the construction going on around our development for Sheyenne, the Just for Kix dance studio, and apartment/condo complexes already near by our area can not afford to put up another development like that one you are rezoning for. Not only for the traffic but for the brand new school that was just built (Brooks Harbor Elementary) they can only take so many students per class and I know this as I am an elementary teacher for West Fargo public schools. Please consider us, our neighbors, our kids, our development before making. Final decision on this rezoning. I know I do not stand alone on this issue. We DO NOT want more apartment buildings near us. Especially this close to the school, to our back yard. Please put our voices into consideration.

Thank you,
Brooke Farkas

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From: [Christopher Desjarlais](#)
To: [Tim P. Solberg](#)
Subject: Rezoning
Date: Tuesday, November 13, 2018 3:30:12 PM

Tim,

I wanted to send you an email expressing opposition to the request for rezoning in Brooks Harbor 9th Addition. When I purchased my home I was specific in asking for a place that was not next to or would not be next to an apartment building. There is plenty of housing as it stands and the addition of apartment buildings decreases property value. I am quite sure when money is involved, it's very tough to stop it, but whatever I can do whether that means rally a neighborhood campaign, petitions or talking to the media to try and stop it somehow, I will certainly try.

Thank you.

Chris

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From: [erin.gustafson](#)
To: [Tim P. Solberg](#)
Subject: Re-zoning
Date: Tuesday, November 13, 2018 9:43:09 AM

Good Morning,

I am sure your inbox is just flooded this morning with UNHAPPY Brooks Harbor and Eagle Wood residents. I am one of those people as well but I am not naïve enough to know that my email really matters and or will change the rezoning decision. I have a large list of concerns such as traffic, school enrolment, resale of my home (which we bought less than a year ago and were told this lot was not commercial) and now this residential quiet neighborhood we love will no longer be so quiet!

But I do want to ask what this is going to do for the development? What are the pros of building apartments here? We were told it was going to be a church.

What will this do for the school? We have a new development with single family homes being built to the North (170 Homes I was told). I understand with growth comes growing pains but I don't want to be at our children's expense.

I live on 10th ct West which is very close to this area, I would say under 100 yards. So to not be notified or have a chance to voice my opinion or thoughts in this matter was very maddening. Or is that the route the city takes when they are trying to do something they know many people will not agree with? Just try and sneak it through? Seems rather shady if you asked me, which you're not. So I will just end with this truly is a terrible idea. Let's keep our beautiful housing development just housing.

Erin Gowan

Sent from [Mail](#) for Windows 10

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From: [Nathan Johnson](#)
To: [Tim P. Solberg](#)
Cc: nathanjohnson87@gmail.com
Subject: Rezoning/building apartment north of Brooks Harbor school
Date: Tuesday, November 13, 2018 7:55:19 AM

Good Morning-

Our family wants to voice our concerns and objection of this proposed rezoning/project to the planning commission.

1. Our little area has seen huge growth and the amount of new homes still to come is concerning for multiple reasons. There are lots ready for homes north west of this area (I Bet a couple hundred lots) that'll add way too many residents to these streets.
2. Schools system- Brooks harbor will be too small without this project once other homes are built in areas already zoned for residential. This means the community/us will have to pay for expansions on the school or have kids in large classrooms which doesn't help learning.
3. Traffic- this area for traffic load is not appropriate and dangerous to the amount of kids going to this school. We've seen and heard of way to many close calls with children. Roads will need to be repaired in no time thus adding even more increases to taxes. These roads are meant for less traffic (traffic director may say different based on all these formulas but those that drive these roads daily know better).
4. 150 feet rule- needs to be changed as hardly anyone got this letter and this impacts way more than 150ft of owners. Many of us just heard yesterday about this from a Facebook group so you can tell 150ft doesn't give a true opinion from us as residents in the WF community.
5. We have enough apartments/twinhomes in this close area. We can't keep piecing together communities with random housing models as it will hurt property values. Too many House/lots are for sale now and the housing market is changing & more will pop up as people will not be able to afford increases that come.
6. A vote needs to be No or delayed due to the amount of concerns we know have come in. You should have a true open house and also have a letter sent to those living in Brooks harbor school district to get their opinion as they have to drive to this area every day. Their voice matters more and I know the majority say NO to this project.

Overall, this area is already getting packed and there are probably 300 plus lots already zoned and ready for homes. We can't afford to add more traffic to this area with more that will come with zoned area homes ready to be built. Our main access to our "community" is from Sheyenne so this would put way more pressure on our roads. Please say No to rezoning or ask for more opinion in our district and you'll hear the overwhelming No. We can find something better as a community for this spot.

Thank you!

Nathan J

Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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: *

Matt Marshall

Phone Number: *

701-373-5666

Email Address:

matt.marshall@westfargond.gov

Date *

12/12/2018

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Amendment to the Sheyenne 32 development agreement to include EAGLERIDGE DEVELOPMENT, LLC

Site Address or Legal Description (if applicable)

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

Action Being Requested from City Commission *

consideration of the amendment to the development agreement

Upload Additional Documentation (Optional):

Memo

To: West Fargo city commission
From: Matt Marshall
Date: November 2, 2018
Re: Eagle Ridge Development at Sheyenne 32

In July of 2016 the city commission under the recommendation of the EDAC approved a TIF district which is now known as Sheyenne 32. This area is broken up into two separate building sites (North and South) and has two separate development groups. When the TIF district boundaries were established one development group was well on their way (The lights at Sheyenne 32) with renderings, site plans, and costs while Eagle Ridge Development (the North group) was still in a conceptual phase.

This is the draft agreement (Will be final after the commission meeting if no changes are made by commission) between the city and Eagle Ridge development for their portion of the TIF district. Eagle Ridge proposes to build a mixed use building adjacent to the South fire station that would encompass the entire North site of the TIF district. The proposed capital investment into the building will land between \$35,000,000.00 and \$40,000,000.00 which will include commercial, residential, and covered parking. Like the development agreement with The Lights At Sheyenne 32, the tax increments will go to help offset the costs for parking and to build a public plaza for the residents of West Fargo.

Per this agreement, the tax increments will be used in 3 separate buckets. First, they would add 1 level to the current ramp being designed for use by their tenants and the public. This level will provide 100-105 parking spots for the north development. Second, part of the tax revenue generated by the property would go to the construction of the public plaza. Third, a portion of the tax increments would get used to offset the cost of a parking structure on their property (the North developer) for use by their tenants. This parking second structure would be owned, and maintained by the Eagle Ridge group and would be fully taxable.

The different fund buckets described above will funded to the amounts below:

- 1) South Parking Ramp: \$1,500,000.00

- 2) Plaza space: \$1,500,000.00
- 3) Land purchase/ Infrastructure: \$3,000,000.00

This is the last portion of an area that when done will have over \$80,000,000.00 in private investment representing some of the highest taxable income/square foot in the entire city (\$2.24). The only land that has a higher taxable income/square foot is Sheyenne plaza downtown and that is only over an acre of land. These buildings will include 130,000ft² of commercial space, over 200 living units generating both property and sales tax.



Parking:

Parking was a concern for some in the last meeting. I have clarified the parking calculations for the North Development. With the dedicated spots in the south ramp, there will be 1 covered spot per residential unit plus 180 surface parking spots around the perimeter. With a total of 194 units, as you see below there will be 400 parking spots available.

Parking Ramp (South Ramp dedicated to North residents) 105

Parking Structure (North Ramp dedicated to residents) 120

Surface parking 180 spots

Loan Amortization Schedule									
Enter values					Loan summary				
		Loan amount	\$6,000,000.00		Scheduled payment	447296.1177			
		Annual interest rate	0.055		Scheduled number of payments	25			
		Loan period in years	25		Actual number of payments	25			
		Number of payments per year	1		Total early payments	0			
		Start date of loan	2020		Total interest	5182402.942			
		Optional extra payments	0						
Lender name:									
PmtNo.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2385	\$ 6,000,000.00	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 117,296.12	\$ 330,000.00	\$ 5,882,703.88	\$ 330,000.00
2	2750	\$ 5,882,703.88	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 123,747.40	\$ 323,548.71	\$ 5,758,956.48	\$ 653,548.71
3	3116	\$ 5,758,956.48	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 130,553.51	\$ 316,742.61	\$ 5,628,402.97	\$ 970,291.32
4	3481	\$ 5,628,402.97	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 137,733.95	\$ 309,562.16	\$ 5,490,669.01	\$ 1,279,853.48
5	3846	\$ 5,490,669.01	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 145,309.32	\$ 301,986.80	\$ 5,345,359.69	\$ 1,581,840.28
6	4211	\$ 5,345,359.69	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 153,301.33	\$ 293,994.78	\$ 5,192,058.36	\$ 1,875,835.06
7	4577	\$ 5,192,058.36	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 161,732.91	\$ 285,563.21	\$ 5,030,325.45	\$ 2,161,398.27
8	4942	\$ 5,030,325.45	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 170,628.22	\$ 276,667.90	\$ 4,859,697.23	\$ 2,438,066.17
9	5307	\$ 4,859,697.23	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 180,012.77	\$ 267,283.35	\$ 4,679,684.46	\$ 2,705,349.52
10	5672	\$ 4,679,684.46	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 189,913.47	\$ 257,382.65	\$ 4,489,770.99	\$ 2,962,732.16
11	6038	\$ 4,489,770.99	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 200,358.71	\$ 246,937.40	\$ 4,289,412.27	\$ 3,209,669.57
12	6403	\$ 4,289,412.27	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 211,378.44	\$ 235,917.68	\$ 4,078,033.83	\$ 3,445,587.24
13	6768	\$ 4,078,033.83	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 223,004.26	\$ 224,291.86	\$ 3,855,029.57	\$ 3,669,879.10
14	7133	\$ 3,855,029.57	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 235,269.49	\$ 212,026.63	\$ 3,619,760.08	\$ 3,881,905.73
15	7499	\$ 3,619,760.08	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 248,209.31	\$ 199,086.80	\$ 3,371,550.77	\$ 4,080,992.53
16	7864	\$ 3,371,550.77	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 261,860.83	\$ 185,435.29	\$ 3,109,689.94	\$ 4,266,427.83
17	8229	\$ 3,109,689.94	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 276,263.17	\$ 171,032.95	\$ 2,833,426.77	\$ 4,437,460.77
18	8594	\$ 2,833,426.77	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 291,457.65	\$ 155,838.47	\$ 2,541,969.13	\$ 4,593,299.25
19	8960	\$ 2,541,969.13	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 307,487.82	\$ 139,808.30	\$ 2,234,481.31	\$ 4,733,107.55
20	9325	\$ 2,234,481.31	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 324,399.65	\$ 122,896.47	\$ 1,910,081.67	\$ 4,856,004.02
21	9690	\$ 1,910,081.67	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 342,241.63	\$ 105,054.49	\$ 1,567,840.04	\$ 4,961,058.51
22	10055	\$ 1,567,840.04	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 361,064.92	\$ 86,231.20	\$ 1,206,775.13	\$ 5,047,289.71
23	10421	\$ 1,206,775.13	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 380,923.49	\$ 66,372.63	\$ 825,851.64	\$ 5,113,662.35
24	10786	\$ 825,851.64	\$ 447,296.12	\$ -	\$ 447,296.12	\$ 401,874.28	\$ 45,421.84	\$ 423,977.36	\$ 5,159,084.19
25	11151	\$ 423,977.36	\$ 447,296.12	\$ -	\$ 423,977.36	\$ 400,658.61	\$ 23,318.75	\$ -	\$ 5,182,402.94

**FIRST AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF WEST FARGO, as City

AND

SHEYENNE 32, LLC, as South Developer

AND

EAGLERIDGE DEVELOPMENT, LLC, as North Developer

Dated as of _____, 2018

Relating to:

Sheyenne & 32nd Urban Development Plan

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

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Exhibit E – Memorandum of Amended Agreement

Exhibit F – PUD Certificates

DRAFT

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (the “Amendment”) is made and entered into this _____ day of _____, 2018, by and between 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 (the “City”); Sheyenne 32, LLC, a North Dakota limited liability company, having an address of 400 10th Street Southeast, Minot, North Dakota 58701-4908 (the “South Developer”); and EagleRidge Development, LLC, a North Dakota limited liability company, having an address of 4650 38th Avenue South, Suite 110, Fargo, North Dakota 58104-8529 (the “North Developer”) (collectively, the City, the South Developer, and the North Developer, the “Parties”).

WHEREAS, the City adopted a General Development Plan for Urban Renewal and Urban Development and the Sheyenne & 32nd Urban Development Plan (collectively, the “Plans”) in accordance with the provisions of N.D.C.C. § 40-58-06; and

WHEREAS, in pursuit of the Plans, on March 2, 2018, the City and the South Developer entered into a Master Development Agreement (the “Agreement”) for the Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota (the “Property”); and

WHEREAS, under the terms of the Agreement, the South Developer is responsible for the development of Lots 3, 4, 5, 6, 7, and 8, Block 1 of the Property (the “South Property”); and

WHEREAS, on Lot 4 of the South Property, the South Developer will construct a Parking Garage, and on Lot 6 of the South Property, the South Developer will construct a Public Plaza; and

WHEREAS, according to the terms set forth in the Agreement, the City will purchase Lot 4 and Lot 6 from the South Developer upon completion of the Parking Garage and the Public Plaza; and

WHEREAS, the City will utilize the proceeds of TIF Revenue Bonds issued for TIF District No. 2017-1, which includes the Property, for the purchase payments to the South Developer; and

WHEREAS, to service the Property, the South Developer formally petitioned the City to construct public improvements consisting of sanitary sewer, water, storm sewer, and streets and associated on-street parking on Lot 2, Block 1 of the Property; and

WHEREAS, the City created Improvement District No. 1314 in the City of West Fargo, which includes the Property, to construct the sanitary sewer, water, storm sewer, and streets, and associated on-street parking and will levy and apportion the cost of constructing Improvement District No. 1314; and

WHEREAS, the North Developer is the legal and equitable owner of Lot 1, Block 1, of the Property (the “North Property”);

WHEREAS, the North Developer now desires to enter into the Agreement with the City to develop Lot 1, Block 1, of the Property and to coordinate with the South Developer for the construction of the Parking Garage; and

WHEREAS, the City has determined it is in the best interests of the City to aid in the development of commercial and residential property in the City, including the site of businesses of the North Developer; and

WHEREAS, it is necessary for the City, the South Developer, and the North Developer to enter into an agreement pursuant to N.D.C.C. § 40-58-20.1; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements of the Parties contained in this Amendment, the Parties agree as follows:

a. Amendments. The Agreement is hereby amended as follows, with an underline signifying an addition and a ~~striketrough~~ signifying a deletion.

1. **Definitions.**

“Abandon” means there has been no Active Construction work for a period of 180 consecutive days.

“Active Construction” means physically engaging in the erection or assembly of a Component of the Project.

~~**“Bank”** means the financial institution issuing a letter of credit to the Developer.~~

“Building 1” means the mixed-use building to be built on Lot 7, Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Building 2” means the mixed-use building to be built on Lot 8, Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Building 3” means the mixed-use building to be built on Lot 5, Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Building 4” means the mixed-use building that may be built on Lot 3, Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Building 5” means the mixed-use building or buildings to be built on Lot 1, Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“CAM” means as a common area maintenance fee or charge.

“Change in Law” means the introduction or repeal (in whole or in part) of, the amendment, alteration or modification to, or the change in interpretation of (in each case including, to the extent applicable, by retroactive effect), any applicable laws, standards, practices, or guidelines issued or published by any governmental entity that occur after the Effective Date that are binding on the City, the North Developer, the South Developer, or the Property.

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

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

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

“City Commission” means the Board of the City Commissioners of the City of West Fargo, North Dakota.

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

“Completion” means a certificate of occupancy, or like certificate, has been issued by the City.

“Component” means either Building 1, Building 2, Building 3, Building 4, Building 5, the Parking Garage, the Parking Ramp, or the Public Plaza.

“County Auditor” means the County Auditor of Cass County, North Dakota.

“Current” means all special assessments for a given year are paid by February 15th of the subsequent year, e.g., a special assessment certified by the City Auditor to the County Auditor in 2017 for collection in 2018 must be paid by February 15, 2018, to be Current.

“Developed” means a foundation has been poured, a shell frame has been constructed, and a roof has been raised on a structure constructed on a lot for which a building permit has been granted by the City.

~~**“Developer”** means Sheyenne 32, LLC, a North Dakota limited liability company.~~

~~**“Development Property”** means Lots 3, 4, 5, 6, 7, and 8, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.~~

“Effective Date” means March 15, 2018.

“Good Faith” means 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 developer, designer, contractor, operator, or maintenance provider engaged in the same kind of undertakings or under similar circumstances.

“Improvement District No. 1314” means Sanitary Sewer, Water, Storm Sewer, and Street Improvement District No. 1314, created by the City and as shown on Exhibit B to this Agreement.

“Lease” means the lease agreement entered into by and between the City and the South Developer for the South Developer to lease the Parking Garage from the City after the Completion of the Parking Garage.

“Lease Payments” means payments made by the South Developer to the City in accordance with the terms of the Lease.

“Maintenance” means all normal maintenance activity associated with maintaining or preserving the Project or a Component or part of the Project. This term generally includes mowing, repair, or replacement of items scheduled for regular or routine maintenance, and other incidental maintenance activities.

“North Bank” means the financial institution issuing letters of credit to the North Developer.

“North Developer” means EagleRidge Development, LLC, a North Dakota limited liability company.

“North Project” means the proposed development of the North Property to include a mixed-use building that incorporates retail, commercial office, and living space, and a Parking Ramp.

“North Property” means Lot 1, Block 1, Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Parking Garage” means the parking garage to be constructed as a component of the South Project.

“Parking Garage Fund” means the fund created by Section 8(M) hereof.

“Parking Ramp” means the parking ramp to be constructed as a component of the North Project.

“Parking Ramp Fund” means the fund created by Section 8(M) hereof.

“Party” means the City, the North Developer, or the South Developer, as the context requires, and its respective representatives, successors, and assigns, and if reference is made to Parties, ***“Parties”*** means the City, the North Developer, and the South Developer, and their respective representatives, successors, and assigns.

“Project” means ~~the proposed development of the Property to incorporate mixed use buildings that incorporate retail, commercial office, and living space, and a Public Plaza and~~

~~Parking Garage that would be connected to up to four (4) mixed-use buildings to provide interconnectivity of the Property, the North Project and the South Project, collectively.~~

“Property” means Eagle Run Plaza Sixth Addition to the City of West Fargo, a map of which is attached as Exhibit A to this Agreement.

“Public Plaza” means the public plaza to be constructed as a component of the South Project.

“Public Plaza Fund” means the fund created by Section 8(M) hereof.

“Public Street Lot” means Lot 2, Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota, on which the South Developer formally petitioned the City to construct public improvements consisting of streets and associated on-site parking.

“PUD Certificate” means the certificate attached hereto as Exhibit F.

“Refunding Improvement Bonds” means refunding improvement bonds issued by the City, in which the City will pledge special assessments received from Improvement District No. 1314 for debt service thereof.

“South Bank” means the financial institution issuing a letter of credit to the South Developer.

“South Developer” means Sheyenne 32, LLC, a North Dakota limited liability company.

“South Project” means the proposed development of the South Property to incorporate mixed-use buildings that incorporate retail, commercial office, and living space, and a Public Plaza and Parking Garage that would be connected to up to four (4) mixed-use buildings to provide interconnectivity of the South Property.

“South Property” means 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.

“TIF District” or **“TIF District No. 2017-1”** means Tax Increment Financing District No. 2017-1 created by the City on July 17, 2017, by a resolution.

“TIF District Fund 2017-1” means the fund of the City into which the City will deposit tax increment revenue received from the TIF District.

“TIF Revenue Bonds” means taxable tax increment financing gross revenue bonds issued by the City, in which the City will pledge the tax increment revenue from the TIF District, Lease Payments from the Parking Garage, and/or special assessments for debt service thereof.

“Traveled Way” means the approximate center twenty-four (24) feet of a roadway.

2. **Street Improvement District No. 1314.** The City will create, construct, and levy special assessments for Improvement District No. 1314 as follows:

A. *Creation.* The South Developer has submitted its written petition requesting the City create Improvement District No. 1314. The City has created Improvement District No. 1314, which includes Lot 1 and Lots 3 through 8, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, as well as other property.

B. *Scope.* The City, the North Developer, and the South Developer agree and acknowledge that Improvement District No. 1314 is being created to design and install sanitary sewer, water main, storm sewer, curb and gutter, street paving, driveways, street lights, sidewalks, on-street parking additions, signing, striping, other miscellaneous installations, and all other appurtenances, contrivances, and structures used or useful in connection with the above-specified improvements.

C. *South Developer Letter of Credit*

(1) The South Developer shall file an irrevocable letter of credit effective for not less than one (1) year with the City in a form satisfactory to the City Attorney in the sum equal to forty percent (40%) of the City Engineer's estimate of the total costs of Improvement District No. 1314¹ immediately after bids have been opened. The South Developer recognizes and acknowledges that the letter of credit must be filed prior to the awarding of any contracts by the City for Improvement District No. 1314.

(2) The City may only draw upon the letter of credit upon the conditions set forth in Section 2(F) of this Agreement, and as set forth below in this Section.

(3) It is a condition of the letter of credit that it shall be deemed automatically extended for one (1) year from its original or future expiration dates, unless sixty (60) calendar days prior to any expiration date, the South Bank provides written notice to the City Auditor, by registered or certified mail, that the South Bank elects not to renew the letter of credit for any additional period. The South Developer will have until thirty (30) calendar days prior to any expiration date to supply the City Auditor with a replacement letter of credit for one (1) year from the expiration date, meeting all the terms of this Agreement. If the letter of credit is not renewed, extended, or replaced within thirty (30) calendar days of its expiration, that will result in a default under this Agreement by the South Developer and the City Auditor will notify the South Bank of the default and will order the draw of the entire balance of the letter of credit. Such funds received from the South Bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking fund for Improvement District No. 1314. The City will release to the South Developer any such funds not

¹The City Engineer's estimate of the total costs of Improvement District No. 1314 is \$1,382,878.41.

placed into the sinking fund upon the filing with the City of a new letter of credit in a form and amount satisfactory to the City or if a letter of credit is no longer required under the terms of this Agreement.

- D. *Assessments.* The City has created Improvement District No. 1314 and will design, advertise, bid, and enter into a contract for certain improvements, as described in Section 2(B) hereof, to be constructed upon Lot 2, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, and will levy and apportion special assessments within Improvement District No. 1314.
- E. *Security.* The South Developer agrees that, pursuant to this Agreement, the special assessments on the ~~Development~~South Property, when said property has yet to be Developed, must be kept Current.
- F. *Draws on South Developer Letter of Credit.*
- (1) It is agreed between the Parties that if special assessments on ~~Development~~South Property yet to be Developed are not Current, then the City Auditor shall give written notice to the South Developer ~~of the Development Property~~ for which the special assessments are not current. The City Auditor shall notify the South Developer that if the delinquent special assessments are not paid by March 1st of that year, or within fourteen (14) calendar days of the mailing of the notice, whichever is later, then the City Auditor will give the South Bank ~~if the South Developer is not Current~~ written demand for payment out of the letter of credit to the City of an amount sufficient to satisfy the deficiency. The City, upon the receipt of funds from the South Bank, shall place those funds into the sinking fund of Improvement District No. 1314. The City will not apply those sums to pay special assessments on any ~~Development~~South Property. Instead, the City will use the funds to pay principal and interest payments on outstanding bonds for Improvement District No. 1314. If the principal amount of delinquent special assessments is subsequently paid to the County Auditor by the South Developer or a subsequent owner, the City, upon receipt from the County Auditor of those funds, will transfer them to the South Bank.
- (2) If ~~Development~~South Property comes back to the City for failure to pay special assessments, upon the sale of that property by the City, the proceeds of the sale shall be applied in the following order:
- (a) To the sinking fund of Improvement District No. 1314 to cover any deficiencies in the sinking fund from ~~Development~~the South Property which has come back to the City.
 - (b) To the City to cover its reasonable costs and expenses, including attorneys' fees, incurred by the City in marketing and selling the ~~Development~~South Property.

- (c) To the South Bank to the extent necessary to reimburse the South Bank for the amount of funds paid as a result of the letter of credit to the sinking fund as a result of delinquent specials on the ~~Development~~South Property sold.
 - (d) To the general fund of the City.
- (3) It is agreed between the ~~Parties~~City and the South Developer that if the City believes the South Developer has Abandoned the South Project following the Completion of Building 1, then the City Auditor shall give written notice to the South Developer of such belief. If the South Developer fails to recommence Active Construction on the South Project within ninety (90) calendar days of the mailing of the notice, then the City may treat the South Project as Abandoned by the South Developer and the City has the right to submit a written demand to the South Bank for all funds remaining on the letter of credit. The City may use these funds as needed within its discretion.

G. *Reduction in ~~LO~~Letter of Credit.*

- (1) The South Bank is authorized to reduce the principal amount of the letter of credit issued hereunder upon written notice signed by the City Auditor and the South Developer.
- (2) The letter of credit of the South Developer may be reduced under the following occurrences:
 - (a) The City Auditor, upon request of the South Developer, shall give written notice to the South Bank to reduce the amount of the principal amount of the letter of credit when the amount of unpaid special assessments, whether certified or uncertified, for the Improvement District No. 1314 are less than the principal amount of the letter of credit. The City Auditor shall give the South Bank authority to reduce part of the principal amount so that the amount of the unpaid special assessments, whether certified or uncertified, covered by this Agreement and the principal amount to remain secured by the letter of credit are equal. The reduction of the principal amount in the letter of credit by this procedure is only required to be made by the City Auditor once in each six-month period. At the time the amount of unpaid specials, whether certified or not, on ~~Development~~South Property becomes zero (0), as a result of the development of all the ~~Development~~South Property, or the payment of the specials on all of the ~~Development~~South Property, and the obligations of the municipal ordinances of the City are complied with, the City Auditor shall, upon the request of the South Developer, immediately give written notice to the South Bank to release the letter of credit.
 - (b) The City Auditor, upon request of the South Developer, shall give written notice to the South Bank to reduce the amount of the principal amount of the letter of credit upon completion of Building 1 and then again upon completion of

Building 2. Following the Completion of Building 1, the South Developer may request that the City reduce the letter of credit to an amount that is fifty percent (50%) of the original principal amount of the letter of credit. Following the Completion of Building 2, the South Developer may request that the City reduce the principal amount of the letter of credit to zero (0) and release the letter of credit.

H. *Development of Specials and Termination of LOC Obligations of South Developer.*

The South Developer agrees that the letter of credit issued pursuant to this Agreement is to be used to secure payment of special assessments which are not Current on ~~Development~~South Property. The letter of credit's obligation to pay delinquent special assessments on the ~~Development~~South Property is terminated when the lot is Developed or when all special assessments for that lot, certified or uncertified, for Improvement District No. 1314 are paid. The sale, tax sale, transfer, or other disposition of any ~~Development~~South Property shall have no effect on the obligation of the letter of credit to pay special assessments which are not Current.

3. **Creation of TIF District.** On July 17, 2017, the City, by a separate resolution, created Tax Increment Financing District No. 2017-1 (the "TIF District") in the City as permitted in the City's General Plan for Urban Renewal and Urban Development.
4. **Term of TIF District.** The TIF District shall be for a term of twenty-five (25) years commencing on the Effective Date and terminating on December 31, 2043. The Parties acknowledge and agree that during initial years of construction of the TIF District tax increments will be lower due to partial construction and the resulting partial valuation with respect to taxable value of the Property.
5. **Transfer of ~~the~~South Property.** Pursuant to a separate purchase agreement(s), which the ~~Parties~~City and the South Developer agree they will in Good Faith negotiate and execute at a later date, the South Developer will sell, convey and transfer Lots 4 and 6 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota, to the City. The City will purchase said Lot 4 from the South Developer after the Completion of Building 1 and will purchase said Lot 6 from the South Developer after the Completion of Building 2. The amount paid by the City to the South Developer for Lot 4 and Lot 6, respectively, is set forth in Section 9 hereof.
6. **Consent.** The South Developer and the North Developer requests, consents to, and approves the creation of the TIF District and the issuance of the TIF Revenue Bonds and Refunding Improvement Bonds to finance the costs of acquiring Lot 4 and Lot 6 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota; the cost of constructing the Parking Garage; and the cost of constructing the Public Plaza. The South Developer and the North Developer expressly waives any objection to any irregularity with regard to the creation of the TIF District and the issuance of the TIF Revenue Bonds and Refunding Improvement Bonds. Further, the South Developer and the North Developer waives all rights to appeal (pursuant to N.D.C.C. § 28-34-01) such action of the City to a court. This waiver is express, and the South Developer and the North

Developer each acknowledge that it is waiving any and all rights of appeal regarding any irregularity with regard to the creation of the TIF District and the issuance of the TIF Revenue Bonds and the Refunding Improvement Bonds.

7. **Valuation.** The South Developer and the North Developer each understands and agrees that the increased value of all of the Property in the TIF District will be taxed as a general real estate tax in the City, as all other property, and that the tax based on the increased value will be placed into the tax increment fund of the City from which the costs of Lots 4 and 6 of the South Property acquisition will be paid. The South Developer and the North Developer will have the same right as all other real property taxpayers in the State of North Dakota to contest the valuation placed on their property pursuant to the procedures under North Dakota law.
8. **Improvements.**
 - A. The South Developer will be responsible for design, construction, and installation of the agreed-upon Parking Garage and Public Plaza on Lots 4 and 6 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota, at the South Developer's initial sole cost. The South Developer will additionally be responsible for the design, construction, and installation of Building 1, Building 2, Building 3, and Building 4 (if desired), at the South Developer's sole cost.
 - B. The North Developer will be responsible for the design, construction, and installation of Building 5 and the Parking Ramp at the North Developer's sole cost.
 - C. The North Developer will be responsible for contributing \$1,500,000 to the City for the purchase of Lot 4 and the Parking Garage and will be responsible for contributing the lesser of \$1,500,000 or twenty-five percent (25%) of the purchase price for Lot 6 and the Public Plaza to the City for the purchase of Lot 6 and the Public Plaza. These contributions will be made to the City: first, through tax increment revenues generated by the North Developer's development in the TIF District; second, through special assessments paid by the North Developer pursuant to Section 24 of this Agreement; and third, through a draw on the letters of credit of the North Developer described in the following section.
 - D. North Developer Letters of Credit
 - (1) The North Developer shall file two (2) irrevocable letters of credit with the City in forms satisfactory to the City Attorney from the North Bank. The first letter of credit will be for \$1,500,000; it must be filed with the City within thirty (30) calendar days following the City's purchase of the Parking Garage and Lot 4 from the South Developer; and it must be effective for not less than one (1) year. The second letter of credit will be for \$1,500,000; it must be filed with the City within thirty (30) calendar days following the City's purchase of the Public Plaza and Lot 6 from the South Developer; and it must be effective for not less than one (1) year.

- (2) It is a condition of each letter of credit that it shall be deemed automatically extended for one (1) year from its original or future expiration dates, unless sixty (60) calendar days prior to any expiration date, the North Bank provides written notice to the City Auditor, by registered or certified mail, that the North Bank elects not to renew the letter of credit for any additional period. The North Developer will have until thirty (30) calendar days prior to any expiration date to supply the City Auditor with a replacement letter of credit for one (1) year from the expiration date, meeting all the terms of this Agreement. If the letter of credit is not renewed, extended, or replaced within thirty (30) calendar days of its expiration, that will result in a default under this Agreement by the North Developer and the City Auditor will notify the North Bank of the default and will order the draw of the entire balance of the letter of credit. Such funds received from the North Bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed into the tax increment fund of the City from which the costs of Lots 4 and 6 of the South Property acquisition will be paid. The City will release to the North Developer any such funds not placed into the fund upon the filing with the City of a new letter of credit in a form and amount satisfactory to the City or if a letter of credit is no longer required under the terms of this Agreement.
- (3) The letters of credit of the North Developer may be reduced under the following circumstance. The City Auditor, upon request of the North Developer, shall give written notice to the North Bank to reduce the principal amount of the letters of credit to zero (0) and release the letters of credit when the North Developer has invested \$24,000,000 into the North Property.
- (4) It is agreed between the City and the North Developer that if the City believes the North Developer has Abandoned the North Project, then the City Auditor shall give written notice to the North Developer of such belief. If the North Developer fails to recommence Active Construction on the North Project within ninety (90) calendar days of the mailing of the notice, then the City may treat the North Project as Abandoned by the North Developer and the City has the right to submit a written demand to the North Bank for all funds remaining on the letters of credit. The City may use these funds as needed within its discretion.
- E. The City and the South Developer agree to negotiate in Good Faith at a later date, taking into consideration the desires of the North Developer for the Parking Garage, to mutually agree upon engineering plans and specifications and a budget for the Parking Garage and Public Plaza. The Parking Garage and Public Plaza plans shall be prepared by a professional engineer and approved by a professional engineer licensed in North Dakota. The plans for the Parking Garage and Public Plaza must be reviewed and approved by the City Engineer; the Parking Garage and Public Plaza shall be constructed by the South Developer under the supervision of a professional engineer; inspected by a professional engineer licensed in North Dakota; and upon its completion and inspection, the Parking Garage and Public Plaza must be expressly approved in

writing by the City Engineer. Unless otherwise agreed to by the City in writing, the construction of the Parking Garage shall not commence until the footings and foundation of Building 1 have been completed.

- F. Prior to Active Construction of any Component on the South Property, the South Developer and the City agree to execute a PUD Certificate in substantially the same form as that attached hereto as Exhibit F, as amended as necessary. The South Developer shall not start Active Construction of a Component prior to having a fully executed PUD Certificate with the City. An executed PUD Certificate shall become part of this Agreement and shall be attached hereto. Prior to Active Construction of any Component on the North Property, the North Developer and the City agree to execute a PUD Certificate in substantially the same form as that attached hereto as Exhibit F, as amended as necessary. The North Developer shall not start Active Construction of a Component prior to having a fully executed PUD Certificate with the City. An executed PUD Certificate shall become part of this Agreement and shall be attached hereto.
- G. The South Developer shall require the contractor or contractors installing/constructing the Parking Garage and Public Plaza to have a payment and performance bond in the amount of the total construction amount for the Parking Garage and Public Plaza, which is payable to the South Developer and the City and that is enforceable by the South Developer and the City. Such payment and performance bond shall contain all terms normally contained in the contract bonds entered into by the City and contractors for improvement projects in the City.
- H. All public streets, water, sanitary, and storm sewer improvements shall be constructed on property platted as public right of way so as to allow the City to service said infrastructure. All plans and specifications and other information pertinent to the Project shall be furnished to the City.
- I. The City shall have the right to oversee, and approve of, all proposed construction costs for the Parking Garage and Public Plaza.
- J. At the completion of the construction of the Parking Garage and the Public Plaza, the South Developer shall provide the City with lien waivers from any and all of the contractors, subcontractors, and all suppliers who worked or supplied material for the Parking Garage and Public Plaza, provided that the South Developer retains the right to challenge any lien.
- K. If the South Developer engages in negotiates for subleases of the Parking Garage prior to the Completion of the Parking Garage, including with the North Developer, the South Developer shall involve the City in those negotiations and shall submit the subleases, prior to their execution, to the City for review.
- L. The South Developer will notify the City when the Parking Garage has reached Completion, and within ninety (90) calendar days of such notification by the South

Developer, the City shall reinspect the Parking Garage and provide written notice to the South Developer of any object to the work performed. Failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City. At the conclusion of the 90-day period, or as otherwise agreed to by the City, the City shall assume ownership of the Parking Garage. The Parking Garage shall be warranted by the contractor for a period of one (1) year commencing from the official date of acceptance by the City of Completion.

M. Prior to the transfer of ownership of the Parking Garage to the City, the City and the South Developer shall engage in Good Faith negotiations to agree upon a lease of the Parking Garage, whereby the South Developer will lease the Parking Garage from the City (the "Lease"). The Lease shall contain, at a minimum, the following provisions:

- (1) The South Developer shall be responsible for operating the Parking Garage and for performing day-to-day maintenance on the Parking Garage and on Lot 4;
- (2) The South Developer shall be responsible for entering into subleases of the Parking Garage; provided, however, prior to entering a sublease, the South Developer shall seek review and approval of the sublease from the City;
- (3) In the event the City believes the South Developer is failing to operate or maintain the Parking Garage in accordance with Good Industry Practice, the City has the right to step-in and operate or maintain the Parking Garage, as applicable, and prohibit the South Developer from doing the same, and bill the South Developer for the services the City provides;
- (4) The City and the South Developer shall review the terms of the Lease every five (5) years and amend the Lease as desired;
- (5) The South Developer is not required to sublease the Parking Garage in its entirety, but instead, the South Developer may lease parking spots within the Parking Garage on an hourly or daily basis. The South Developer and the City shall jointly agree upon hourly or daily rates for the Parking Garage;
- (6) The South Developer shall involve the City on maintenance projects outside of day-to-day maintenance or on reconstruction projects. If desired by the City, the City may bid out said projects as City projects and may specially assess the expense of such to benefitting properties;
- (7) The South Developer shall remit Lease Payments to the City throughout the term of the Lease. The amount and schedule of Lease Payments shall be negotiated in Good Faith by the Parties when drafting the Lease; and
- (8) The South Developer shall utilize the Parking Garage at least partially for public use. The Lease may set forth specific terms as to the amount of such public use.

- (9) In the event the South Developer defaults under the terms of the Lease, the North Developer will be afforded the opportunity to cure the default and assume the responsibilities of the South Developer under the Lease prior to any termination by the City.
- (10) The North Developer will contribute \$25,000 annually to the South Developer for the operational expenses of the Parking Garage for at least the first ten (10) years of the Lease.
- (11) The Lease will, in general terms, afford the North Developer approximately one hundred (100) reserved and covered parking stalls on the 2nd or 3rd floor of the Parking Garage and allow connection by skyway from the Parking Garage to Building 5.
- (12) The Lease will contain provisions regarding insurance that must be held by the Parties and terms regarding reconstruction of the Parking Garage if damage or destruction occurs.
- N. The South Developer shall be responsible for all maintenance of the South Project with the exception of the Parking Garage and Public Plaza as provided herein and of the Public Street Lot as provided in this Section. The City shall be responsible for plowing snow on the Traveled Way of the Public Street Lot, with the South Developer being responsible for plowing snow on the remainder of the Public Street Lot and for all other maintenance on the Public Street Lot. The North Developer shall be responsible for all maintenance of the North Project.
- O. The South Developer agrees to annually impose a \$1.00 CAM per square foot of commercial space rented in Building 1, Building 2, Building 3, and Building 4, and the North Developer agrees to annually impose a \$1.00/year CAM per square foot of commercial space rented in Building 5. The North Developer and the South Developer will keep the City apprised of their rental percentages and will remit the CAMs described in this Section to the City on an ~~monthly~~ annual basis by the 10th of ~~each month~~ January each year. The City will utilize the funds for operations in the Public Plaza and reserves the right to audit the books and records of the North Developer and of the South Developer to determine rental percentages.
- P. In the event the City issues TIF Revenue Bonds to purchase the Parking Garage and Lot 4 from the South Developer, the South Developer agrees and acknowledges that the City will grant a first position lien in the TIF Revenue Bond proceeds utilized for the purchase to the financial institution providing funds to the South Developer for the construction of the Parking Garage.
9. **Reimbursement for Improvements.**
- A. The City will, pursuant to a separate purchase agreement as set forth in Section 5 of this Agreement, remit a portion of the TIF Revenue Bond proceeds to the South

Developer as reimbursement for the costs incurred by the South Developer for the design and construction of the Parking Garage and Public Plaza.

- B. Prior to reimbursement for the Parking Garage, in conjunction with the South Developer's notice to the City of Completion of the Parking Garage, the South Developer shall submit detailed statements, including receipts or invoices, for the respective costs of the Parking Garage. During the 90-day period set forth in Section 8(J), the City, in addition to inspecting the Parking Garage, will review such statements and notify the South Developer of any discrepancies or the need for additional information. When the City assumes ownership of the Parking Garage pursuant to Section 8(J), the City shall remit any undisputed amounts owed to the South Developer for reimbursement. If the City disputes items submitted by the South Developer for reimbursement, the City and the South Developer shall negotiate such items in Good Faith to arrive at a reimbursement amount. The City and the South Developer agree that reimbursement for the Parking Garage will not exceed ~~\$5,500,000.00~~\$7,000,000.00. This capped reimbursement amount includes land acquisition of Lot 4 and design and construction of the Parking Garage.
- C. The City will reimburse the South Developer for the Public Plaza as the South Developer reaches construction milestones, which the City and the South Developer will agree upon when negotiating the engineering plans and specifications for the Public Plaza. When the South Developer reaches a construction milestone, the South Developer shall provide notice of the milestone and detailed statements, including receipts or invoices, for the respective costs of achieving such milestone to the City. Within thirty (30) calendar days of receipt of the notice and statements, the City shall inspect the milestone and shall review such statements, notifying the South Developer of any construction deficiencies or any financial discrepancies or the need for additional information. The South Developer shall remedy such deficiencies or discrepancies to the City's satisfaction, and the City will remit a milestone payment to the South Developer upon such satisfaction. The South Developer will maintain ownership and any maintenance responsibilities of the Public Plaza until the overall Public Plaza reaches Completion. The South Developer shall notify the City of Completion of the overall Public Plaza, and within ninety (90) calendar days of such notification by the South Developer, the City shall reinspect the Public Plaza and provide written notice to the South Developer of any objection to the work performed. Failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City. At the conclusion of the 90-day period, or as otherwise agreed to by the City, the City shall assume ownership of the Public Plaza. The Public Plaza shall be warranted by the contractor for a period of one (1) year commencing from the official date of acceptance by the City of Completion.
- D. Once the North Developer invests ~~\$4,000,000~~\$14,000,000, which must include at least \$6,000,000 of loan proceeds from the financial institution backing the North Developer's development of the North Property, into the construction of the North Property, and the North Developer submits evidence to the City of the same, including establishing the sources of funds, the City will reimburse the North Developer for the

construction of the infrastructure on the North Property, including the Parking Ramp, in ~~an~~the amount of \$3,000,000 ~~once the Parking Ramp reaches Completion~~. Once the City has received, in its opinion, sufficient evidence of investment, the City will reimburse the North Developer within thirty (30) calendar days.

10. **Responsibilities of Developers.** The South Developer and the North Developer will each obtain all required permits, licenses, and approvals, and will meet all requirements of all local, state, and federal laws and regulations which must be obtained or met in connection with the necessary infrastructure improvements. Without limitation to the foregoing, the South Developer and the North Developer will each request and seek to obtain from the City all necessary variances, conditional use permits, or zoning changes. The Parties agree and acknowledge that this Agreement does not constitute review or approval of any permits, approvals, or licenses required by the City.
11. **Real Estate Taxes.** The South Developer and the North Developer each agrees to pay the appropriate general real estate taxes assessed against its owner portion of the Property on an annual basis in accordance with the provisions of the applicable laws of the State of North Dakota.
12. **Future Special Assessments.** The South Developer and the North Developer acknowledges that future special assessments for later improvement districts benefitting Lots 1 through 8 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota, may be levied and apportioned as special assessments against Lots 1 through 8 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.
13. **Application of Funds.**
- A. The South Developer and the North Developer agrees that the tax increment revenue generated from the TIF District will be applied to the costs of TIF Revenue Bonds issued by the City for the first twenty-five (25) years (levied 2018 through 2043 and collected 2019 through 2044) of the TIF District or until the debt service of the TIF Revenue Bonds is paid in full, whichever occurs first.
- B. Prior to the collection of tax increment revenue, the City will make an inter-fund loan of funds collected from its sales and use tax to make debt service payments on the TIF Revenue Bonds. Following the collection of tax increment, the City shall reimburse its sales and use tax fund by withdrawing up to ten percent (10%) of the tax increment revenue collected in any given year from the TIF District Fund 2017-1 until the entire amount loaned from the sales and use tax fund is repaid.
- C. The Parties agree that any Lease Payments generated by the Parking Garage, in addition to tax increment revenues generated by the TIF District, will be pledged for repayment of the TIF Revenue Bonds.
14. **Access to the Property.** The South Developer and the North Developer agrees to allow the City and any of its officers, employees, or agents, access to the ~~Development~~ Property

for the purpose of inspection of all work being performed in connection with the improvements on the ~~Development~~ Property, if the City so desires.

15. **Termination.** This Agreement will terminate and be of no further force and effect after the TIF Revenue Bonds issued relating to the TIF District, or any later bond issued to fund other assessments issued against the TIF District, have been paid in full, or December 31, 2043, whichever event occurs first.
16. **Interpretation and Administration.** The City Commission will have full power and authority to interpret, construe, and administer this Agreement, and its interpretations and construction thereof and action thereunder will be binding and conclusive on the Parties for all purposes.
17. **Governing Law.** This Agreement will be controlled by the laws of the State of North Dakota.
18. **Change in Law.** The South Developer will ensure that the South Project, including but not limited to the construction of the Parking Garage and the Public Plaza, is performed in accordance with the terms of this Agreement following any Change in Law, and the North Developer will ensure that the North Project is performed in accordance with the terms of this Agreement following any Change in Law. If a Change of Law occurs or will occur within ninety (90) calendar days, ~~either any~~ Party may notify the other ~~Party~~Parties and include in such notification: (i) an opinion on its likely effects; (ii) any necessary changes to the Project or implementation of this Agreement, including the full detail of the procedure for implementing such changes; and (iii) amendments (if any) required by this Agreement. After either Party delivers a notice of a Change in Law, the Parties shall meet and discuss the issues referred to in such notice and any ways in which the South Developer or the North Developer can mitigate the effect of the relevant Change in Law.
19. **Legislative and Tax Law Disclosure.** The South Developer and the North Developer each acknowledges and agrees that the authority of the City to create, impose, and administer the TIF District is derived from North Dakota statutory authority and the North Dakota Legislature has the power to amend, repeal, and replace any and all laws relating to tax increment financing, property tax valuation, and collection.
20. **Indemnification.**
 - A. The South Developer agrees it will indemnify, defend, and hold harmless the City, its officers, employees, agents, and contractors from any and all claims or causes of action, of any nature, arising or purportedly arising out of actions of the South Developer, its officers, employees, agents, or contractors in connection with this Agreement.
 - B. The North Developer agrees it will indemnify, defend, and hold harmless the City, its officers, employees, agents, and contractors from any and all claims or causes of action, of any nature, arising or purportedly arising out of actions of the North Developer, its officers, employees, agents, or contractors in connection with this Agreement.

21. **Assignment.** Except as otherwise expressly provided in this Agreement, the South Developer and the North Developer each agrees, on behalf of itself, its officers, and partners and the personal representatives of the same, and any other person or persons claiming any benefits under the South Developer or the North Developer by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder will not be assigned, transferred, pledged, or hypothecated in any way by the South Developer or the North Developer or by any other person claiming under ~~itthem~~ by virtue of this Agreement, and will not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process, will be null and void and without effect. Notwithstanding the foregoing, either the South Developer or the North Developer may assign this Agreement with the written consent of the City.
22. **Discontinued Business Operation.** In the event the South Developer discontinues its business operations on the ~~Development~~South Property or in the event the North Developer ~~discontinues its business operations on the North Property~~, this Agreement will terminate and be of no force or effect except for periods of remodeling/renovation or in the event of damage caused by fire, flood, or natural disaster.
23. **Administrative Fee and Interest Rate.** The South Developer and the North Developer agrees that the City may charge the TIF District an annual administrative fee of three percent (3%) of the total proceeds generated by the TIF District as and for an administrative fee. The City agrees that with regard to the TIF Revenue Bonds, the City will charge no more than a one half ~~(1/2)~~ percent (1/2%) premium ~~on above~~ the highest bond-interest rate on a maturity of a TIF Revenue Bond for the interest rate on any special assessments. In exchange for this limitation on the interest rate for special assessments, both the South Developer and the North Developer agree that they will not prepay any special assessments assessed on the South Property or the North Property prior to the early redemption date of the TIF Revenue Bonds.
24. **Insufficient Revenue.** The South Developer and the North Developer each agrees that in the event there is inadequate revenue generated from the TIF District and dedicated gross revenue to cover the costs incurred by the City for acquisition of the South Property, including for debt service on the TIF Revenue Bonds and the administrative fee in a particular year, the amount of said delinquency shall be specially assessed against the Property, levied and certified as a special assessment. The South Developer and the North Developer each agrees that the above-described special assessments benefit their property and that said benefit exceeds the amount of the special assessment by more than fifty percent (50%). The South Developer and the North Developer each waives any objection to any irregularity with regard to the assessment process for such special assessments. This waiver includes a waiver to any objection to the amount of the special assessments levied against the South Property or the North Property, including any and all claims that such assessment is excessive, arbitrary, capricious, or unreasonable. Further, the South Developer and the North Developer each waives all rights to appeal such action of the City

Commented [JRB1]: My goal here is to insure if one of the projects is short in total valuation, that project bears the burden of its shortfall.

Commented [KJS2R1]: The City will need to assess across the entire improvement district, so it cannot piecemeal per project.

to the court. These waivers are express, and the South Developer and the North Developer each acknowledges that it is waiving any and all rights of appeal to the assessment and reassessment.

25. **Excess Increment.** The South Developer and the North Developer each agrees and acknowledges that any excess increment remaining in the City's fund for the TIF District at the termination of the payments to the City for the costs of acquisition of the South Property and the payments for the TIF Revenue Bonds will belong to the City.
26. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. It may not be changed orally, but only upon an agreement in writing approved by the City Commission and signed by the President of the Board of City Commissioners and City Auditor. It may be modified as to terms and conditions from time to time upon the mutual consent of the Parties; however, such modification must be reduced to writing, signed by the Parties and the document appended to and made a part of this Agreement.
27. **Notice.** All notices, certificates or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City Auditor
 City of West Fargo
 800 4th Ave E, Suite 1
 West Fargo, ND 58078

If to the South Developer: Attn: Todd Berning
 Sheyenne 32, LLC
 400 10th St. SE
 Minot, ND 58702-0879

If to the North Developer: Attn: Jim Bullis
 EagleRidge Development, LLC
 3280 Veteran's Blvd
 Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any Party may change its address for service of notice in the manner specified in this Agreement.

28. **Binding Effect.** This Agreement will inure to the benefit of and will be binding upon the City, the South Developer, and the North Developer, their respective successors, and assigns.
29. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from

this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the Parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

30. **Amendments, Changes, and Modifications.** This Agreement may be amended or any of its terms modified only by the written amendment authorized and executed by the City, the South Developer, and the North Developer.
31. **Cooperation.** The Parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
32. **Memorandum of Agreement.** The City, the South Developer, and the North Developer agree to execute and deliver on the date of the signing of this Agreement a memorandum or short form of this Agreement in a form sufficient to put all contractors, suppliers, and the public on notice of the existence of the Agreement with respect to the Property. The memorandum of this Agreement shall otherwise be substantially similar to the form attached hereto and incorporated as Exhibit E, and it shall be recorded in the official records of Cass County, North Dakota. No copy of this Agreement shall be fixed to the memorandum of Agreement. The North Developer shall pay all costs charged by the State of North Dakota and Cass County to record the memorandum of Agreement. The North Developer agrees that within ten (10) calendar days following the expiration or earlier termination of such memorandum, which shall be executed by the City and recorded in the official records of Cass County, North Dakota, at the City's sole cost and expense.
33. **Representation.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other parties.
34. **Waiver of Jury Trial.** THE CITY, THE SOUTH DEVELOPER, AND THE NORTH DEVELOPER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT ~~EITHER ANY~~ MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR IN ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR 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 THE CITY, THE SOUTH DEVELOPER, AND NORTH DEVELOPER ENTERING INTO THIS AGREEMENT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT

AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

35. **Authority to Execute Agreement.** The South Developer and the North Developer each agrees and acknowledges that the person or persons executing this Agreement on its behalf ~~of the Developer~~ have been duly authorized by the South Developer and the North Developer, respectively, to execute this Agreement on its behalf.
36. **Execution Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
37. **Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
38. **No Waiver or Remedies.** The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the South Developer or the North Developer or the South Bank or the North Bank of any of the provisions hereof, shall in no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.
39. **Recording.** The Parties agree that this Agreement shall be recorded on the Property at the Cass County Recorder's Office and shall run with the land and be binding upon any successors or assigns.
- b. **Exhibits.** Amendments to Exhibit E and Exhibit F are attached hereto and are expressly incorporated into this Amendment.
- c. **Effective Date.** This Amendment shall be effective immediately upon its adoption by each of the Parties.

(Signatures appear on the following pages.)

CITY:

CITY OF WEST FARGO

By: _____
Bernie Dardis, President of the Board of
City Commissioners

By: _____
Tina Fisk, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Bernie Dardis and Tina Fisk, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, that is described in and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of West Fargo.

(SEAL)

Notary Public

EXHIBIT E

MEMORANDUM OF AMENDED AGREEMENT

This MEMORANDUM OF AMENDED AGREEMENT ("Amendment") is entered into and effective as of _____, 2018, by and between Sheyenne 32, LLC, a limited liability company organized and existing under the laws of the State of North Dakota (the "South Developer"), EagleRidge Development, LLC, a limited liability company organized and existing under the laws of the State of North Dakota (the "North Developer"), and the City of West Fargo, a municipal corporation and political subdivision under the laws of the State of North Dakota (the "City").

WHEREAS, on or about March 2, 2018, the South Developer and the City entered into a Master Development Agreement for the design, construction, and operation of a development complex by the South Developer incorporating mixed-use buildings for retail, commercial office, and living space, a parking garage, and a public plaza (the "South Project") located in the Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the "Property");

WHEREAS, on or about _____, the South Developer, the North Developer, and the City entered into the First Amendment to Master Development Agreement for the design, construction, and operation of a development complex by the North Developer incorporating a mixed-use building for retail, commercial office, and living space, and a parking ramp (the "North Project") located on the Property;

WHEREAS, the South Developer will construct the South Project on Lots 3 through 8, Block 1 of the Property, and the North Developer will construct the North Project on Lot 1, Block 1 of the Property;

WHEREAS, on Lot 2, Block 1 of the South Property, through the creation of Sewer, Water, Storm, and Street Improvement District No. 1314, the City will service the Project;

WHEREAS, following the completion of the parking garage and the public plaza, subject to other Project completion, the South Developer will sell Lots 4 and 6, the lots on which the parking garage and public plaza will be built, respectively, to the City;

WHEREAS, the City will fund the improvements in Sewer, Water, Storm, and Street Improvement District No. 1314 through the issuance of refunding improvement bonds and will fund the purchase of Lots 4 and 6 through the issuance of Tax Increment Financing Revenue Bonds ("TIF Revenue Bonds") resulting from the creation of Tax Increment Financing District 2017-1 ("TIF District 2017-1");

WHEREAS, the City, the South Developer, and the North Developer desire to execute this ~~Memorandum~~ Amendment to provide constructive notices of the rights and obligations under the Master Development Agreement to third parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City, the South Developer, and the North Developer agree as follows:

1. Term: The Agreement will terminate and be of no further force and effect after the TIF Revenue Bond issues relating to the TIF District, or any later bond issued to fund other assessments issued against the TIF District, have been paid in full, or December 31, 2043, whichever event occurs first.

2. Parties: The Agreement sets forth the names, authorized representatives, and addresses of the parties thereto.

3. Project: The South Developer will be responsible for the design and construction of the buildings, parking garage, and public plaza consisting of the South Project, and will own, operate, and maintain the buildings following their completion. The City will participate in the design of the parking garage and public plaza, and following their completion by the South Developer, the South Developer will sell ownership and control of the parking garage and public plaza to the City. The City and the South Developer will share the maintenance responsibilities for the street located on Lot 2 of the Property as provided in the Master Development Agreement. The North Developer will be responsible for the design and construction of the building and parking ramp consisting of the North Project, and will own, operate, and maintain the building and the parking ramp following their completion.

4. Districts: The City has created Improvement District No. 1314 to service the Project and has created TIF District 2017-1 to fund the purchase of Lots 4 and 6 upon which the parking garage and public plaza will be built, respectively.

5. Letter of Credit: The South Developer and the North Developer will each provide a letter of credit as security to the City for the construction of their respective portions of the Project, upon which the City may draw as provided in the Master Development Agreement.

6. Governing Law: This Memorandum and the Master Development Agreement are governed by the laws of the State of North Dakota.

7. Conflict. This Memorandum describes only selected provisions of the Master Development Agreement and reference must be made to the text of the Master Development Agreement for the full terms and conditions. This Memorandum shall not in any way amend or supersede the terms and conditions of the Master Development Agreement. In the event of a conflict between this Memorandum and the actual Master Development Agreement, the Master Development Agreement shall prevail.

IN WITNESS WHEREOF, this Memorandum has been executed by the parties hereto as of the day and year first above written or consented to and ratified the same as if executed on such date.

(Signatures on the following page.)

CITY OF WEST FARGO,
a North Dakota municipal corporation and
political subdivision

By: _____
Its: President of the Board of City
Commissioners

By: _____
Its: City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2018, before me personally appeared Bernie Dardis and Tina Fisk, to me known to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, a municipal corporation, and that they executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

(SEAL)

Notary Public, _____ County, ND
My Commission Expires:

SHEYENNE 32, LLC,
a limited liability company

By: _____
Its: President

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2018, before me, a Public Notary in and for said County and State, personally appeared _____, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

(SEAL)

Notary Public, _____ County, ND
My Commission Expires:

EAGLERIDGE DEVELOPMENT, LLC,
a limited liability company

By: _____
Its: President

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2018, before me, a Public Notary in and for said County and State, personally appeared _____, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

(SEAL)

Notary Public, _____ County, ND
My Commission Expires:

EXHIBIT F

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this _____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 7, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has the authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Lot for a failure by the Developer to comply with the terms and conditions of this Certificate.

2. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

2. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

4. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

5. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

III. CONDITIONS OF APPROVAL

1. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

2. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

3. Adequate parking is provided for Building 1 uses prior to issuance of final building permit.

IV. GENERAL MATTERS

1. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

3. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

4. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, constitutes the entire agreement by and between the Parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either Party hereto.

5. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by one party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

6. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.

7. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Certificate.

8. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

9. This Certificate shall be recorded.

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

11. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this ____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 8, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has the authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Lot for a failure by the Developer to comply with the terms and conditions of this Certificate.

2. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

2. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

4. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

5. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

III. CONDITIONS OF APPROVAL

1. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

2. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

3. Adequate parking is provided for Building 2 uses prior to issuance of final building permit.

IV. GENERAL MATTERS

1. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

3. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

4. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, constitutes the entire agreement by and between the Parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either Party hereto.

5. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by one party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

6. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.

7. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Certificate.

8. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

9. This Certificate shall be recorded.

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

11. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this ____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 5, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has the authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Lot for a failure by the Developer to comply with the terms and conditions of this Certificate.

2. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

2. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

4. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

5. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

III. CONDITIONS OF APPROVAL

1. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

2. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

3. Adequate parking is provided for Building 3 uses prior to issuance of final building permit.

IV. GENERAL MATTERS

1. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

3. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

4. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, constitutes the entire agreement by and between the Parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either Party hereto.

5. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by one party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

6. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.

7. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Certificate.

8. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

9. This Certificate shall be recorded.

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

11. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this ____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 3, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has the authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Lot for a failure by the Developer to comply with the terms and conditions of this Certificate.

2. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

2. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

4. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

5. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

III. CONDITIONS OF APPROVAL

1. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

2. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

3. Adequate parking is provided for Building 4 uses prior to issuance of final building permit.

IV. GENERAL MATTERS

1. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

3. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

4. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, constitutes the entire agreement by and between the Parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either Party hereto.

5. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by one party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

6. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.

7. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Certificate.

8. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

9. This Certificate shall be recorded.

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

11. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this _____ day of _____, by and between the City of West Fargo, North Dakota (the “City”) and EagleRidge, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 1, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a First Amendment to Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has the authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Lot for a failure by the Developer to comply with the terms and conditions of this Certificate.

2. EagleRidge, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

2. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

4. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

5. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____.
In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

III. CONDITIONS OF APPROVAL

1. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

2. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

3. Adequate parking is provided for Building 1 uses prior to issuance of final building permit.

IV. GENERAL MATTERS

1. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

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6. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.

7. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Certificate.

8. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

9. This Certificate shall be recorded.

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

11. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this _____ day of _____, 2018.

CITY OF WEST FARGO

EAGLERIDGE, LLC

By: _____
Its: Mayor

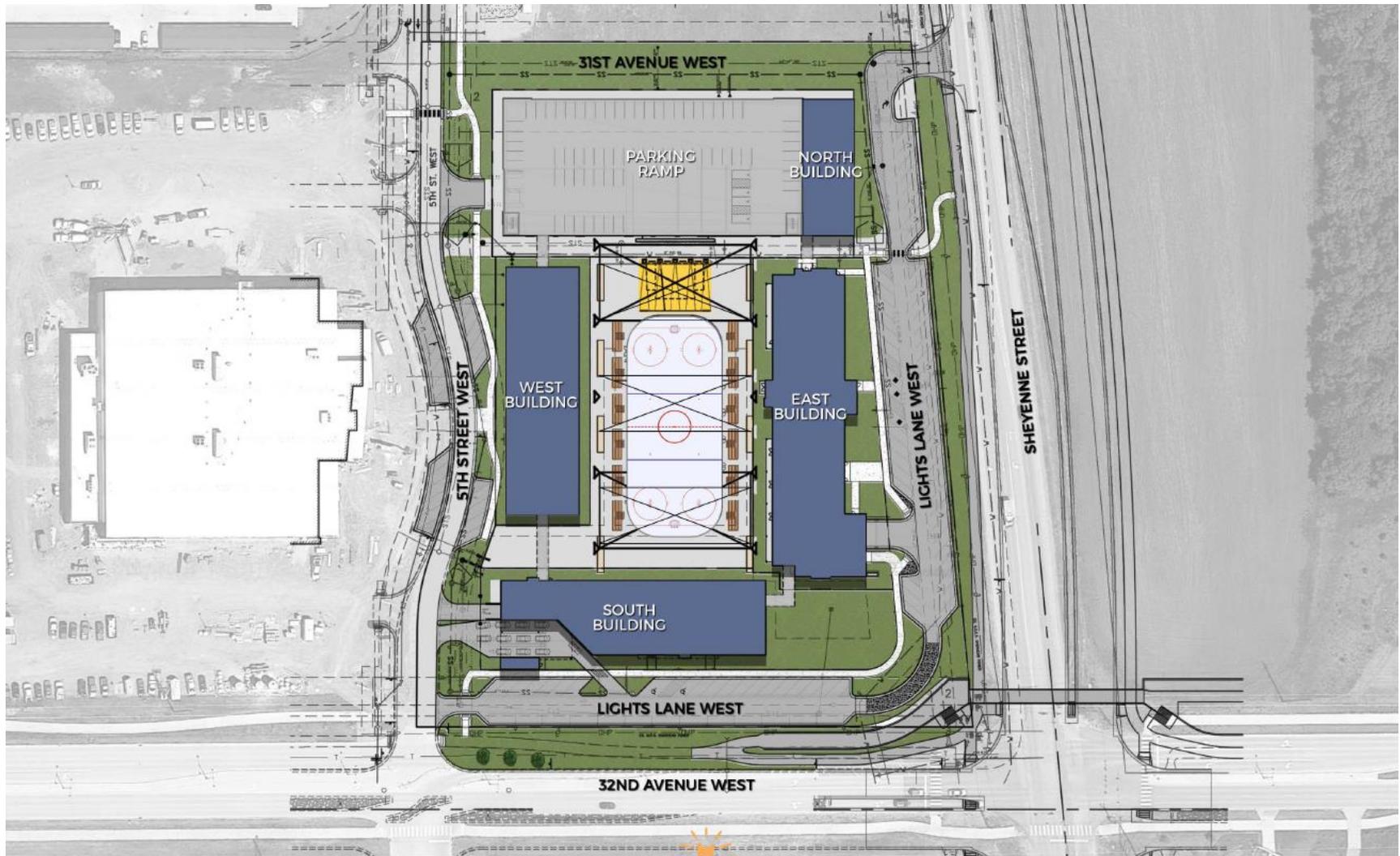
By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

Sheyenne 32 Ramp





THE LIGHTS AT SHEYENNE 32
WEST FARGO, ND

TURNING POINT


The Lights
at SHEYENNE 32

EPIC COMPANIES
Engineering • Architecture • Interiors

ICON

SHEYENNE 32		EAGLE RIDGE DEVELOPMENT		2018494		
UNIT TABULATION - 3 STORY OVER PODIUM			9/24/18			
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
S1	MICRO	556	14	7.22%	7,784	7.2%
A1	1br/1ba	743	62	31.96%	46,066	58.2%
A2	1br/1ba	825	36	18.56%	29,700	
A3	1br/1ba/DEN	882	12	6.19%	10,584	
A4	1br/1ba	836	3	1.55%	2,508	
B1	2br/2ba	1,144	51	26.29%	58,344	34.5%
B2	2br/2ba	1,292	16	8.25%	20,672	
TOTALS			194	100.00%	175,658	100.00%

UNIT AVERAGE NET SF : 905

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF : 905 S.F.

ACREAGE: 5.170 ACRES

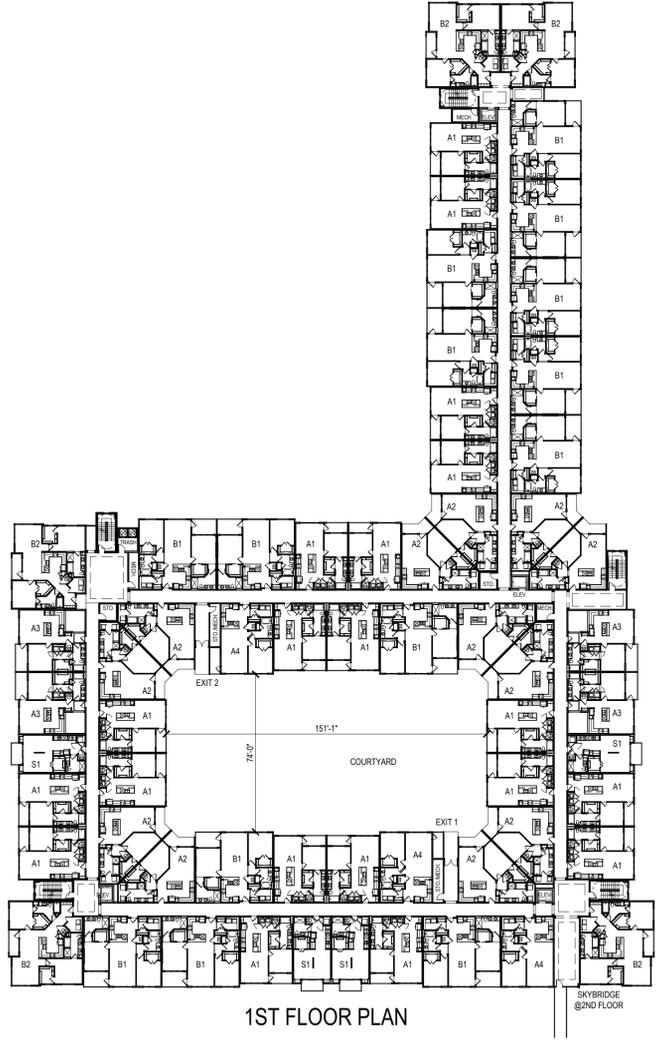
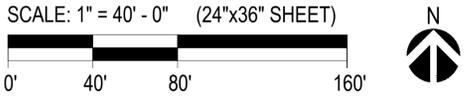
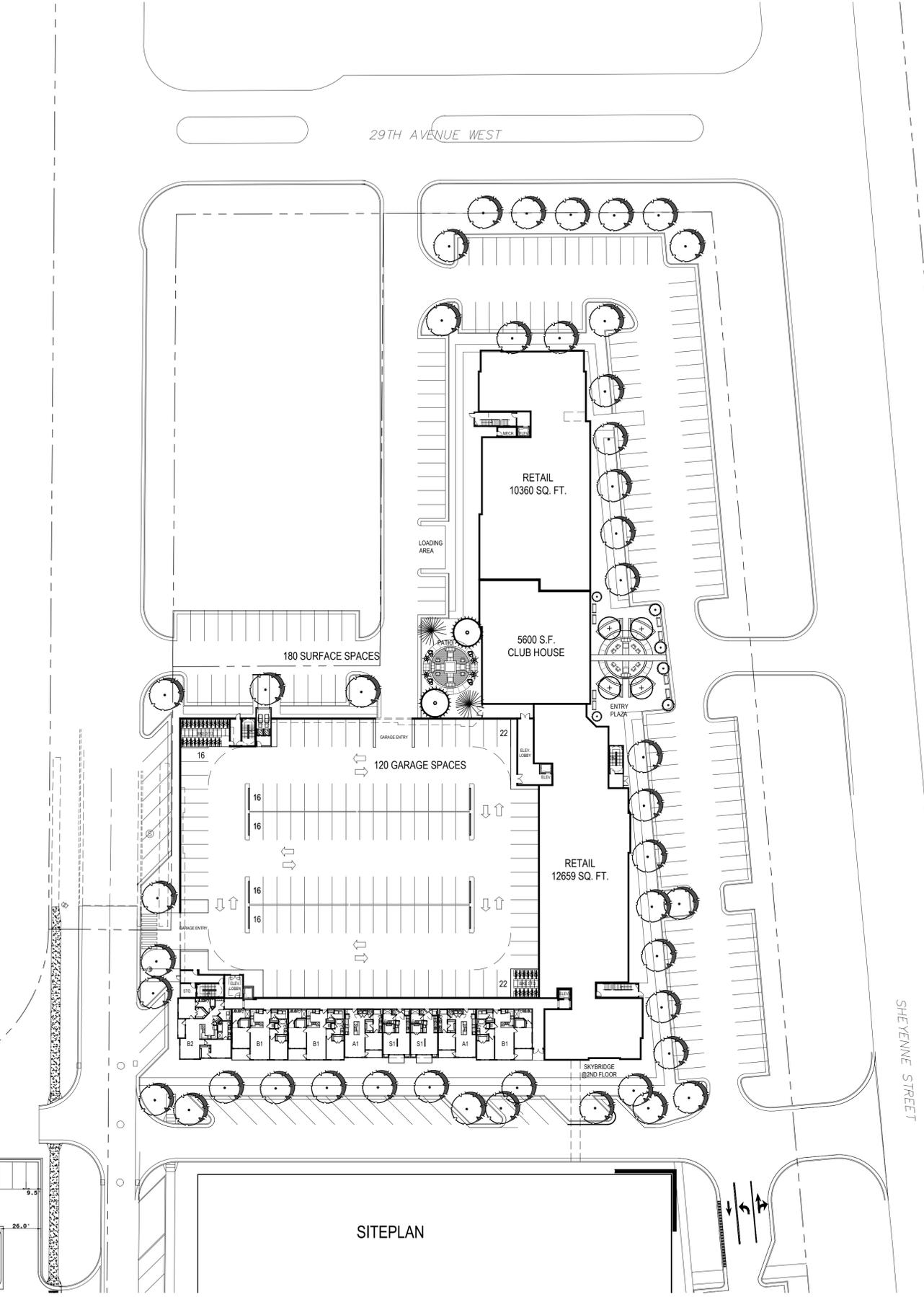
DENSITY: 37.5 UNITS/ACRE

CLUB HOUSE: 5600 S.F.

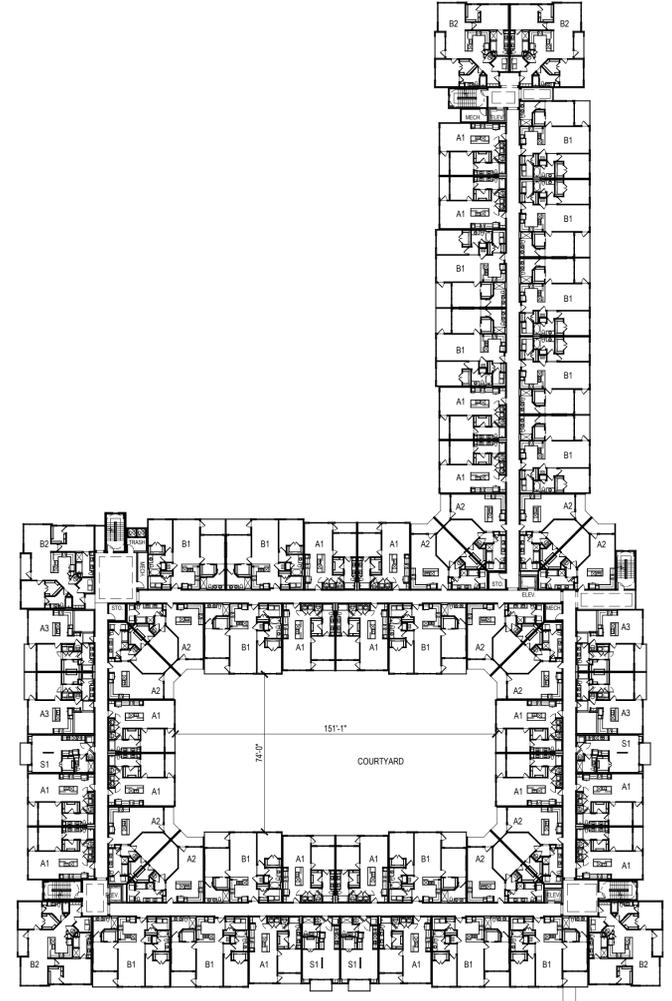
RETAIL: 23000S.F.

PARKING:

REQUIRED	250 SPACES
PROVIDED	374 TOTAL SPACES
	120 GARAGE SPACES
	74 ADJACENT PARKING GARAGE SPACES
	180 SURFACE SPACES
	1.93 SPACES/UNIT



1ST FLOOR PLAN



TYPICAL FLOOR PLAN

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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: *

Matt Marshall

Phone Number: *

7013735666

Email Address:

matt.marshall@westfargond.gov

Date *

12/12/2018

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Review of example scope of service for a feasibility study, should the city issue an RFP to get pricing on a feasibility study.

Site Address or Legal Description (if applicable)

12-139-50 NE 1/4 140.67 AC NE 1/4 LESS THE FOLL DESC PROPERTY: A PT IN THE NE 1/4 NE 1/4 COMM AT THE NE CORN OF SD SEC 12, THEN S 00DEG 00'00" E ALG THE E LN OF SEC FOR 145' TO A PT ON S R/W LN OF US HWY 10 & NO 52, THEN S 89DEG59'07" W ALG S R

Action Being Requested from City Commission *

Review of request to issue RFP

Upload Additional Documentation (Optional):

Memo

To: West Fargo City Commission
From: Matthew Marshall, Economic Development Director
CC: Tina Fisk, City Administrator
Re: City of West Fargo Convention Center concept discussion overview

Initial discussion:

In 2016, the City of West Fargo and Red River Valley Fair Association (RRVFA) began discussing a mutual goal of incorporating the RRVFA land into the City of West Fargo and partnering on ways to develop a portion of the land.



(Figure 1) Red River Valley Fair Association land is bordered in red. This land sits just west and south of the City of West Fargo's boundary.

Based on demonstrated need in the Fargo-Moorhead area for convention space, both parties identified the development of a convention center within the RRVFA's property as a strategy to meet these goals.

During discussion, five guidelines were established for both parties to use while evaluating the project:

1. Once part of the city, the RRVFA would continue to operate the Red River Valley Fair.
2. The City of West Fargo would finance and construct the facility, and carry the debt.
3. The RRVFA would operate the convention center facility and participate in the profit/or operational debt.
4. The RRVFA would sell a portion of their land for development.
5. A portion of the proceeds from the sale of land would be used by the RRVFA to establish an operations fund at the facility.

WHY PARTNER?

For City of West Fargo:

- Allows additional land for development
- Increases commercial tax base
- Increases commercial land available for contributing to cost of infrastructure projects
- Adds an amenity to attract more businesses

For RRVFA:

- Adds an amenity to the fairgrounds property to leverage for events
- Provides additional revenue through sale of land

WHY THIS PROJECT?

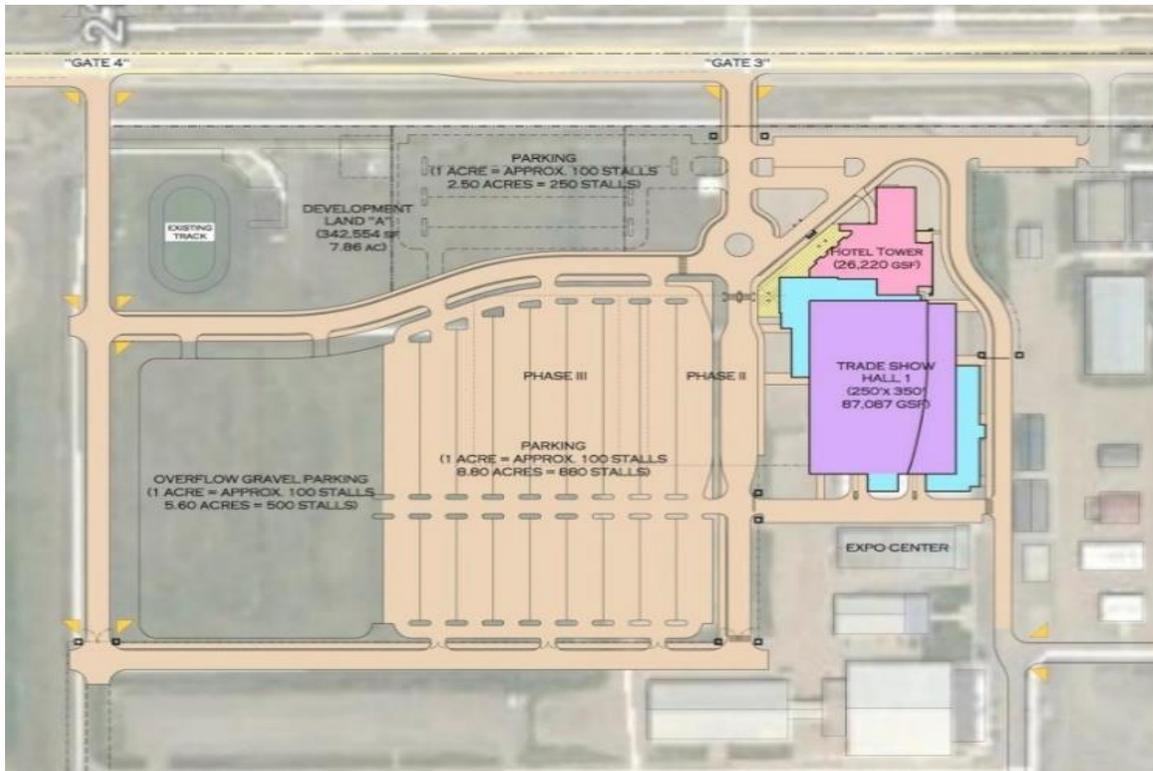
- Multiple studies commissioned by other organizations have confirmed the Fargo-Moorhead metro area suffers from a shortage of space that would accommodate large meetings and events.
- These studies also demonstrate the Fargo-Moorhead area is ideally situated to host these events with access to an international airport and multiple interstates, as well as containing locations for a number of corporations.

Concept development:

In order to formalize the discussion, Icon Architects worked with the City of West Fargo and RRVFA to create a project footprint and concept design. The proposed space is a flexible building with an 89,400 ft² trade show hall, meeting rooms, a finished ballroom, commercial kitchen and 27,600 ft² hotel attached. The trade show hall is designed to accommodate 1,500 seats in a ballroom setup (table and chairs) or more than 4,000 seats (just chairs), and 440 8' by 10' booths. This space is intended to be flexible and compliment that existing buildings on the RRVFA's property.



Land Development Data			
Description	Square Feet (Approved)	Acres (Approved)	Zoning
LAND 1*	312,884	7.08	COMMERCIAL
LAND 1*	204,888	4.68	COMMERCIAL
LAND 1*	348,121	7.97	COMMERCIAL
LAND 1*	382,583	8.77	COMMERCIAL
LAND 1*	1,486,227	33.84	COMMERCIAL
LAND 1*	1,418,858	32.30	COMMERCIAL



(Figure 2 and 3) Potential West Fargo Convention Center project footprint and design.

FUNDING OPTIONS:

Tax Increment Financing (See schedule in appendix)

- Usage of the tax increments created by the developed property to repay bond debt for construction
- Increments would take time to develop so economic development sales tax would be utilized in the interim

Other Funding

- Fargo-Moorhead Convention and Visitor's Bureau

Joint announcement and public input

The City of West Fargo and RRVFA [jointly announced plans](#) to study the development of a convention center on the grounds in February 2017. During the development of West Fargo 2.0, the city's new comprehensive plan, the concept of a convention center was also publicly discussed and incorporated into the final plan adopted by the West Fargo City Commission.

Big Idea	Recommendation
<p>Continue to Explore Meeting Facility</p> <p>The issue of a regional meeting facility (convention, conference, or hybrid) has been discussed in the metro region for some time now. West Fargo should continue to explore such a facility in the community, considering sites such as the Red River Valley Fairgrounds or adjacent to an existing or new hotel property. It is imperative that West Fargo balance the cost of constructing and operating such a facility with the direct and induced benefits that the facility would create. This will take careful study to establish the needed size, functionality, and location of the facility.</p>	Enhance an Aggressive Economic Development Recruitment Package
	Pursue Food/Dining Opportunities in West Fargo
	Initiate Independent Retail/Microretail Pilot Program as Part of Mixed-Use Projects
	Continue Promoting West Fargo Economic Development and Incentive Program
	Consider City of West Fargo Initiated Tax Increment Financing District(s)
	Develop Industrial Village Concept in Northwest Sector of the City
	Create a Distinct Market Position for West Fargo to Encourage Economic Investment and Expand Customer Case for Local Businesses
	Target a Balanced Mix of Uses in Key Nodes
	Enhance Gateways and Districts in West Fargo with Branded Signage
	Continue to Explore Meeting Facility

(Figure 4) Pages 41 and 150 of West Fargo 2.0 discuss this concept.

Next steps:

City staff provided an outline via email to the West Fargo City Commission in January 2018 to list actions necessary to continue evaluating this project. The proposed steps included in the email to gather the necessary information were:

- *Annexation agreement (Draft completed but not approved by either board)*
- *Memorandum of Understanding for the management of the facility.*
- *Items 1 & 2 are somewhat tied together so will get them both in draft form and bring them to you for feedback.*
- *Operational cost and market analysis (to be performed by outside firm).*
- *Finalize construction estimates.*
- *Final financing options and plan (TIF, sales tax, CVB....)*

Also in January 2018, after informing the commission, city staff and the RRVF started the process of drafting an annexation agreement and memorandum of understanding for the convention center. Though this work was started, it became clear that a feasibility study would be required to get the documents to meaningful drafts for review by both groups.

In order to continue, staff recommends commissioning a feasibility study by an outside firm, such as Hunden Strategic Partners or Stone Planning who have experience with these types of studies. The study should include a market analysis, evaluate building design and estimate operational costs and economic impact to the community. A study with this scope is estimated to cost \$85,000 and take three months to complete. Staff recommends a partnership between the City of West Fargo, RRVFA, the Fargo-Moorhead Convention and Visitors Bureau and the Fargo-Moorhead-West Fargo Chamber of Commerce to fund the study.

Once the results of a feasibility study are thoroughly reviewed, any modifications to the proposed design can be incorporated and next steps can be identified to get an estimated construction price for the proposed facility. With the results of the feasibility study and estimated construction price, city officials will be able to determine if and how they would like to proceed.

APPENDIX

Property value and taxes:

Entity	Mills	Existing Property Value	Taxes Collected	New Property Value	New Taxes Collected	Additional Value Dedicated to TIF:
City	73.08	\$1,271,000.00	\$4,644.23	\$135,000,000.00	\$493,290.00	\$488,645.77
School	12.27	\$1,271,000.00	\$8,215.11	\$135,000,000.00	\$872,572.50	\$864,357.39
Park	28.02	\$1,271,000.00	\$1,780.67	\$135,000,000.00	\$189,135.00	\$187,354.33
County	47.46	\$1,271,000.00	\$3,016.08	\$135,000,000.00	\$320,355.00	\$317,338.92
State	1	\$1,271,000.00	\$63.55	\$135,000,000.00	\$6,750.00	\$6,686.45
Garrison	1	\$1,271,000.00	\$63.55	\$135,000,000.00	\$6,750.00	\$6,686.45
Water	4.5	\$1,271,000.00	\$285.98	\$135,000,000.00	\$30,375.00	\$30,089.03
Total	284.33	\$1,271,000.00	\$18,069.17	\$135,000,000.00	\$1,919,227.50	\$1,901,158.33

Loan amortization schedule:

- Loan amount: \$25,000,000.00
- Annual interest rate: 0.055
- Loan period in years: 25
- Number of payments per year: 1
- Start date of loan: 2020
- Optional extra payments: 0
- Scheduled payments: \$1,863,733.824
- Scheduled number of payments: 25
- Actual number of payments: 25
- Total early payments: 0
- Total interest: \$21,593,345.59

Beginning Balance	Scheduled Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
\$25,000,000.00	\$1,863,733.82	\$1,863,733.82	\$488,733.82	\$1,375,000.00	\$24,511,266.18	\$1,375,000.00
\$24,511,266.18	\$1,863,733.82	\$1,863,733.82	\$515,614.18	\$1,348,119.64	\$23,995,651.99	\$2,723,119.64
\$23,995,651.99	\$1,863,733.82	\$1,863,733.82	\$543,972.96	\$1,319,760.86	\$23,451,679.03	\$4,042,880.50
\$23,451,679.03	\$1,863,733.82	\$1,863,733.82	\$573,891.48	\$1,289,842.35	\$22,877,797.55	\$5,332,722.85
\$22,877,797.55	\$1,863,733.82	\$1,863,733.82	\$605,455.51	\$1,258,278.32	\$22,272,332.04	\$6,591,001.17
\$22,272,332.04	\$1,863,733.82	\$1,863,733.82	\$638,755.56	\$1,224,978.26	\$21,633,576.48	\$7,815,979.43
\$21,633,576.48	\$1,863,733.82	\$1,863,733.82	\$673,882.12	\$1,189,846.71	\$20,959,689.36	\$9,005,826.13
\$20,959,689.36	\$1,863,733.82	\$1,863,733.82	\$710,950.91	\$1,152,782.92	\$20,248,738.46	\$10,158,609.05
\$20,248,738.46	\$1,863,733.82	\$1,863,733.82	\$750,053.21	\$1,113,680.62	\$19,498,685.25	\$11,272,289.66
\$19,498,685.25	\$1,863,733.82	\$1,863,733.82	\$791,306.14	\$1,072,427.69	\$18,707,379.11	\$12,344,717.35
\$18,707,379.11	\$1,863,733.82	\$1,863,733.82	\$834,827.97	\$1,028,905.85	\$17,872,551.14	\$13,373,623.20
\$17,872,551.14	\$1,863,733.82	\$1,863,733.82	\$880,743.51	\$982,990.31	\$16,991,807.63	\$14,356,613.51
\$16,991,807.63	\$1,863,733.82	\$1,863,733.82	\$929,184.40	\$934,549.42	\$16,062,623.22	\$15,291,162.93
\$16,062,623.22	\$1,863,733.82	\$1,863,733.82	\$980,289.55	\$883,444.28	\$15,082,333.68	\$16,174,607.21
\$15,082,333.68	\$1,863,733.82	\$1,863,733.82	\$1,034,205.47	\$829,528.35	\$14,048,128.21	\$17,004,135.56
\$14,048,128.21	\$1,863,733.82	\$1,863,733.82	\$1,091,086.77	\$772,647.05	\$12,957,041.43	\$17,776,782.61
\$12,957,041.43	\$1,863,733.82	\$1,863,733.82	\$1,151,096.54	\$712,637.28	\$11,805,944.89	\$18,489,419.89
\$11,805,944.89	\$1,863,733.82	\$1,863,733.82	\$1,214,406.85	\$649,326.97	\$10,591,538.04	\$19,138,746.86
\$10,591,538.04	\$1,863,733.82	\$1,863,733.82	\$1,281,199.23	\$582,534.59	\$9,310,338.80	\$19,721,281.45
\$ 9,310,338.80	\$1,863,733.82	\$1,863,733.82	\$1,351,665.19	\$512,068.63	\$7,958,673.61	\$20,233,350.09
\$ 7,958,673.61	\$1,863,733.82	\$1,863,733.82	\$1,426,006.77	\$437,727.05	\$6,532,666.84	\$20,671,077.14
\$ 6,532,666.84	\$1,863,733.82	\$1,863,733.82	\$1,504,437.15	\$359,296.68	\$5,028,229.69	\$21,030,373.81
\$ 5,028,229.69	\$1,863,733.82	\$1,863,733.82	\$1,587,181.19	\$276,552.63	\$3,441,048.50	\$21,306,926.45
\$ 3,441,048.50	\$1,863,733.82	\$1,863,733.82	\$1,674,476.15	\$189,257.67	\$1,766,572.34	\$21,496,184.11
\$ 1,766,572.34	\$1,863,733.82	\$1,766,572.34	\$1,669,410.87	\$97,161.48	\$0.00	\$21,593,345.59

UNDERSTANDING

The City of West Fargo (City or Client) is seeking to identify the market demand and financial feasibility of a new expo center complex, including supportive hotel package (Project) in West Fargo, North Dakota. The Client envisions a partnership with the Red River Valley Fair (RRVF) and the Fargo Moorhead West Fargo Convention and Visitors Bureau to contract with an outside firm to perform a market analysis, look at building design, study operational costs, and determine the economic impact to the community of a new facility.

The Hunden Strategic Partners Team (HSP or Team), including convention center expert architects at Convergence Design, intends to analyze the marketability and uses of convention/expo centers and meeting facilities, evaluate the proposed site, understand likely demand and financial results and project the economic and other impacts of the project. HSP will dig deep to understand how this package can penetrate specific types of events.

The HSP Team personnel have conducted numerous studies very similar to the scope of work outlined in this proposal, including convention centers and meeting facilities in Enid, Springfield, Saint Joseph, Saint Charles, Branson, Fort Wayne, Madison, Fort Worth, Austin, San Diego, Portland, Dallas, Indianapolis, Louisville and many more. We bring this experience and expertise West Fargo.

Located in the southeast corner of North Dakota, West Fargo is the fifth largest city in North Dakota and home to 35,708 residents. The RRVF is located just outside the West Fargo city limits and is in active discussion with the City about becoming the site for the new expo facility as well as taking over operations. RRVF, the City and members of Icon Architects have coordinated to create a concept for the facility. The facility will offer a trade show hall, breakout space, a finished ballroom and an attached hotel. It is estimated that the show hall will be 89,400FT² and accommodate:

- Ballroom space with 1,500 seats
- Seating space in the main hall of over 4,000 seats (potentially more if clear-span)
- Capacity to hold 440 8' x 10' booths
- Breakout space
- A commercial kitchen
- Hotel 27,600FT²

Through a thorough market and feasibility analysis, the Client will know its ability to enhance the community as a destination for visitors, residents and businesses with the development of a new convention center, which will both attract and accommodate group, leisure and corporate demand. By the end of the study HSP will answer the following questions:

- What is the market, what is the potential and who are the competitors?
- Is the building concept designed appropriately for the market?
- What revenues can be generated?

- What is the general cost to operate and maintain the facility?

HSP will answer these questions based on a thorough methodology, looking both at the building and the future potential market. HSP understands the Client's desire to offer accommodating convention center business that will induce economic activity to the community. HSP has conducted numerous studies matching the scope of work outlined in this proposal. HSP will also take into consideration the overall creation of and sense of "place." HSP understands the key elements to creating compelling destination districts and will bring this expertise to West Fargo.

SCOPE OF SERVICES

HSP proposes a phased scope of work that meets or exceeds all of the elements necessary for a feasibility analysis of this type. In Phase One, HSP will look at the current local market conditions and then compare the supply findings with local demand asks. Once the gaps in supply are identified, HSP will provide a summary of implications and recommendations for the development program. HSP will also speak to the recommended next steps. Phase Two includes a site analysis, drawings and budgets, as well as financial projections. HSP will then provide the Client with demand and financial projections and an economic impact model. HSP is happy to discuss any changes to this scope and to modify the report organization and methodology as needed. Certain aspects can be reduced or expanded (in more or less detail) in order to get better data or manage costs.

HSP's work is proposed to be organized as follows:

PHASE I

- Task 1 – Kickoff, Project Orientation and Interviews
- Task 2 – Economic, Demographic and Tourism Update
- Task 3 – Convention and Meeting Industry Analysis; Trends
- Task 4 – Meetings Market Analysis, Including Regional Competitive Facilities; Potential Demand
- Task 5 – Comparable Facility Case Studies
- Task 6 – Meeting Planner Interviews and Surveys
- Task 7 – Headquarter Convention Hotel Analysis and Recommendations
- Task 8 – Local Hotel Market Analysis
- Task 9 – Phase One Implications and Recommendations

PHASE II

- Task 10 – Site Analysis
- Task 11 – Recommendations, Drawings and Budget
- Task 12 – Demand and Financial Projections
- Task 13 – Economic, Fiscal and Employment Impact Analysis

The deliverable will include a fully-documented draft report of tentative findings and recommendations for review and comment. Once agreed-upon changes have been made, a final report will be delivered. HSP is also available to make presentations of the final analysis during one trip for various groups determined by the Client.

Methodology

HSP has a reliable process for evaluating the market and financial prospects of public meeting facilities, supportive hotel facilities and related developments. This methodology leads to the development of sound recommendations on a variety of market, physical programming and financial issues. The following scope of services will address this methodology.

PHASE I

HSP understands that the Client is interested in an initial phase that will offer a higher level analysis of the Project and planned uses. At the completion of Phase I, HSP will make recommendations based on the results of the analysis to date. Should the analysis demonstrate that a new expo/convention center could be supported by the market, HSP will move onto Phase II. Should the analysis demonstrate that the market will not support a new facility, no further analysis will be conducted.

Task 1: Kickoff, Project Orientation and Interviews

In a critical key to understanding conditions in the market and key stakeholder opinions, the Team will meet with the Client to confirm the goals of the study and other contextual issues related to the project. HSP will also review available data related to the project, identify contacts and resources necessary to ensure complete review and assessment of critical issues, and perform the following orientation and due diligence oriented tasks:

- Obtain information and data from City of West Fargo officials, Cass County officials, the CVB, economic development officials, and any other appropriate governmental agencies.
- Gather and analyze background information related to the project, including previous tourism and convention center reports, financial information, etc.
- Tour the proposed site and meet with management.
- Interview stakeholders from a variety of local private and public organizations and perform fieldwork as appropriate.
- Review the various projects on which HSP professionals have worked, discuss their attributes, implementation and approach as part of the interview with the Client and others as previously described. HSP will explore the applicability of prior projects to the proposed assignment and will strive to gain insight into the community's attitude toward new meeting facilities.
- Gather and analyze background information related to the project, including any previously completed meetings and hotel market analyses.

- Gather and review available economic, demographic and financial data.

Task 2: Economic, Demographic and Tourism Analysis

HSP will evaluate the community's position as an economic center of activity as well as a destination for overnight visitors. These visitors may include those in town for meetings, events, those related to business travel, professional, leisure, events, special event and sports visitors, or those in West Fargo for other reasons. HSP will also summarize key demand generator trends and comment on the overall growth prospects for the market. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility and transportation links,
- Trends in population growth and income,
- Corporate presence, major employers and any significant recent or likely future changes,
- Analysis of business and commercial development that may affect the performance of meeting and hotel facilities,
- Higher education activity and implications for the market and project,
- Cores of economic activity,
- Gaming activity,
- Major retail destinations,
- Profile public assembly and other meeting facilities locally and regionally,
- Arts, culture and entertainment assets and activity,
- History and expected future trends for tourism, and
- General real estate trends, with special emphasis on meeting facilities and major demand generators.

The analysis will provide implications for the future convention center development.

Task 3: Convention and Meeting Industry Analysis; Trends

HSP will assess industry trends by conducting a thorough review of the existing convention and meetings, conference and convention market, its performance and potential for expansion of the market in West Fargo.

To better understand current industry trends and meeting planner preferences, HSP will profile the health of the convention and meeting industry and discuss the various factors making up the industry. This will provide the Client with a strong grasp on the current forces shaping building development, including trends for various types of event growth. This task will include:

- Meeting facility and event center supply growth and West Fargo's current position for this market relative to its population and location in the market,

- Demand trends for conventions, conferences and tradeshow,
- Demand for entertainment and events,
- Meeting planner preferences,
- Meetings needs of local corporate market,
- Hotel and other amenity preferences,
- Event types and definitions, and
- Facility types and definitions.

This will also provide an excellent backdrop for understanding the City's current position and where it likely should improve in order to optimize its position.

Task 4: Convention and Meetings Market Analysis, Including Competitive Facilities

In order to further analyze the marketability of new expo and meeting facilities, HSP will update the previous analysis of the facilities that serve the meetings/event market in West Fargo, in nearby Fargo, around the state of North Dakota and the region beyond North Dakota. HSP will compare them as part of a comparable set selected for West Fargo. Included in the analysis:

- Detail on the existing offerings in regional and competitive markets and their suitability for conventions, conferences, trainings and meetings in the region. This comparison will document any physical deficiencies or characteristics that may inhibit development of future business.
- Detail on the existing offerings for peer markets in the national market and their suitability for conventions, conferences, trainings and meetings when compared to West Fargo. HSP will work with the local stakeholders and others to understand which cities or counties are most competitive with West Fargo, as well as those that ought to be competitive with the city. This comparison will document any physical deficiencies or characteristics that may inhibit development of future business.
- Identify gaps in the market and discern whether new facilities fill these gaps.
- Review tourism or destination marketing budget size and sufficiency.
- Summarize and analyze our experience in comparable and competing markets, along with identification of what critical factors should address in order to continually be successful in the meetings market.

HSP will scour the regional/state market for the existing supply of space and any demand for additional space. HSP will consider:

- Conventions,
- Corporate Trainings,
- Trade shows,
- Local expositions,

- Conferences/corporate meetings,
- Assembly events,
- Public/consumer shows/local events,
- Entertainment events,
- Banquets, and
- Meetings.

The results of this analysis will yield implications for the meeting spaces (ballroom, auditorium, meeting rooms, board rooms, etc.) that should be included in the recommended Project.

Task 5: Comparable Facility Case Studies

HSP will review various similar projects developed in the U.S. in the last several years, as well as discuss those under construction or in development (or relevant competitors). HSP will focus on those in markets with similar characteristics to those of West Fargo.

HSP will consider:

- Location,
- Size,
- Year Built,
- Cost,
- Financing,
- Management,
- Performance,
- Critical Factors to Success or Failure, and
- Others, as appropriate.

These will be profiled and implications discussed. The results will provide the Client with real lessons and warnings about the costs and other items involved with such a Project.

Task 6: Meeting Planner Interviews and Surveys

HSP will conduct in-depth interviews and surveys with meeting planners from around the U.S. HSP will get its most informed responses from phone interviews with these groups, but will also do a broader online survey to a larger grouping of meeting planners. These will include planners from many sectors and types, including:

- Industry Trade Groups,
- Associations,
- Corporations,

- Government,
- Educational,
- Religious, and
- Others.

HSP will analyze the markets that commonly use convention centers, such as those above, and will assess, based on the comps, interviews and surveys, how the proposed Project will penetrate the market.

Task 7: Headquarter Convention Hotel Analysis & Recommendations

This analysis provides insight on the methods and tools used for convention hotel development in various markets. As the primary hotels for a market's meeting facilities and typically the largest hotel in the market area, a number of critical criteria must be met to ensure the greatest potential of success for both the property itself, the convention center and the market as a whole. In most cases, these hotels require some form of financial incentives in order to be developed, typically in the form of public subsidies.

The meetings market has evolved over the past 20 years and has grown more sophisticated, and planners have increased the requirements necessary to book meetings business. This packaging of the convention/meeting product led to expectations by the market and competitive pressure for all larger meeting facilities to offer a convenient package of hotels attached, adjacent or within immediate walking distance of the facility. This proximity eliminates the need for shuttling, and often the hotels provide enough meeting and event spaces for the additional needs of the planners. Those that do not offer such a package suffer considerably when competing for meetings, conferences, conventions and other events.

The demands are not only for hotel rooms, but for high-quality hotel room blocks in major (often branded) hotels. Due to the requirements for large room blocks, meeting and function space, food and beverage service and parking, these facilities are often outside the realm of private financial feasibility. This feasibility gap is generally temporary, typically during the pre-development and early operational stages of the property, but renders such projects difficult to finance.

HSP will profile the convention hotel package for the competitor facilities, as well as what would be expected as a hotel package, including the largest headquarters hotel, for the city proposed Project. HSP will also profile how these deals have been developed and funded in other markets.

Task 8: Local Hotel Market Analysis

In this task, HSP will analyze the existing local hotel supply and interview management to determine how a new expo and meeting center development impacts their business. This task and the results from the prior tasks will also determine if there are opportunities for additional rooms with any future development, or if the supply of rooms is sufficient to support a new facility. The analysis will determine the proximate quality room count as well as the community-wide room count. Proximate quality room count is a metric developed by HSP to understand the room block

available within walking distance of a certain location, such as a convention or conference center. The analysis will include the following primary analysis components:

- Overview of U.S. lodging industry performance and trends,
- Profile of the local lodging market, including number, size and quality of hotels and performance trends,
- Additions to supply in and around the development area and relevant surrounding areas,
- Character of supply,
- Demand segmentation and diversification efforts. What percentage of demand comes from transient, group and leisure business, respectively? How can new, unique supply induce additional demand to the market? What segments have the best opportunity for demand expansion? How does seasonality impact the results? and
- Meeting and function space availability within hotels and in non-hotel facilities.

This information will provide an understanding of the larger market and the availability of hotel rooms and market needs to serve new meeting facilities.

HSP will then profile any planned hotels in West Fargo. The hotels will then be profiled regarding quality, room count, function space, ownership/branding, location/proximity to demand generators, demand segmentation, occupancy, rate and other measures. HSP will discuss how many hotel rooms should be available within walking distance of a new facility and if they should be in one hotel, or a collection of hotels.

HSP will also update the historical supply and demand analysis of the existing hotels. This will include:

- Tracking of occupancy, monthly room night demand, average daily rate (ADR) and Revenue per Available Room (RevPAR),
- Performance by:
 - Year,
 - Month,
 - Week and
 - Day of week,
- Seasonality,
- Unaccommodated demand, and
- Demand type/market mix.

HSP will discuss how new hotels have been absorbed into the competitive set and how any additions or renovations have impacted the performance of the competitive set. The report will provide conclusions on the ability of these improvements to induce more demand from each major market segment. Market segmentation within the set will also be shown in three primary categories:

- Commercial transient,
- Group (both corporate group, association, and other), and
- Leisure.

This will set the stage for the penetration and performance projection for the recommended hotel.

Task 9: Phase I Implications and Recommendations

Considering the analysis, HSP will make recommendations for the proposed new expo/convention center. This will be based on the existing market, as well as on the market that West Fargo is looking to attract as it continues to enhance and improve its image. HSP will provide a detailed recommendation on both the expo center components and any recommended hospitality product.

HSP will provide detail on each component to suggest the level of quality (via material finishes, etc.) for each. The character of each will also be discussed.

PHASE II

It is at this stage that HSP will review the results of the analysis through Phase I to determine next steps. If the analysis has demonstrated that the market will not support a new expo/convention center, HSP will end the study at this point and not move into Phase II.

If, however, the analysis demonstrates that there is in fact a market for a new expo/convention center in West Fargo, HSP will continue on with recommendations for the facility as well as proceed into the deeper level analysis of Phase II.

Assuming the results of Phase I indicate that the market will support a new expo/convention center in West Fargo, HSP will move into Phase II. Phase II will begin by revisiting the tasks in Phase I to determine if any needed a deeper investigation or closer look before moving into the financial-related tasks.

Task 10: Site Analysis

In this task, HSP and Convergence Design will review the potential development site(s). HSP will determine strengths and weaknesses, trends, costs, and proximity to existing hotels, parking, adjacent meeting space, restaurants, retail and attractions of each of the sites. Items considered in the analysis will be:

- Size,
- Location,
- Access,
- Visibility,
- Flood plain issues,
- Environmental issues, if known,

- Utility access,
- Ownership, cost factors, and
- Others, as appropriate.

HSP will put the proposed sites into a comparative matrix to determine site implications for the proposed convention center.

Task 11: Recommendations, Drawings and Budget

HSP understands that the Client may have preliminary concepts and/or an architect. As needed, at a high level, Convergence Design, an expert in the layout and design of convention centers, can lay out the plan for the convention center and the relationship of the spaces, as these play into the salability of the facility and user-friendly nature of it.

HSP will make recommendations regarding every significant facet of the recommended facility, including:

- Number, size, quality and type of function rooms (exhibit halls, ballrooms, breakout meeting rooms, board rooms, amphitheater/lecture halls, special event rooms or spaces and others as appropriate),
- For any and all hotels: Room count, quality and amenities; function space detail, brand options and other relevant items,
- Pros and cons of combining/sharing portions of the hotel and convention center,
- Number, size and quality of food and beverage outlets,
- Parking,
- All physical programmed areas by use,
- Other services and amenities as appropriate.

Professionals at Convergence Design will prepare conceptual designs for the new convention facility based on recommendations. This will then lead to the capital budget estimates and projections. Once the recommended product(s) are known, HSP can then insert the project(s) into the competitive set as part of our performance projection. The budget for the projects will be estimated based on similar projects developed in the last several years. HSP will also recommend the optimal pricing and booking strategy for new facilities to maximize use and financial feasibility.

Task 12: Demand and Financial Projections

Convention Center Projections. In this task, HSP will determine how the market will absorb any recommended new facility, providing a ten-year performance projection. The projections will include demand by type of event, annually, with average attendance. The analysis will consider:

- Conferences and conventions,
- Corporate Trainings,

- Trade shows,
- Local expositions,
- Conferences/corporate meetings,
- Assembly events,
- Public/consumer shows/local events,
- Entertainment events, by type,
- Banquets,
- Meetings, and
- Local Events.

Based on the projection of demand and applying a number of assumptions regarding room rental rate, food and beverage per-caps and others, HSP will prepare a financial projection for the proposed new facility. This financial analysis includes the following:

- Estimate revenues for ten years of operations. Expenses directly related to the meeting facility will also be projected for the period. The demand profile, experience with other similar facilities and data from existing facilities will be used to model the operating revenues and costs of the new facility and will be incorporated into a business plan. The model will generate a pro forma operating statement that includes the revenue and expense items, including the following:
 - revenues: rooms, food and beverage, space, space and equipment rentals, reimbursed expenses, telecommunications, audio/visual, decorating, electrical and other income,
 - direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses,
 - unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance, and other expenses.

HSP will provide a net operating income statement incorporating the operating revenues and expenditure as to arrive at a projected surplus or loss, which may or may not require an ongoing subsidy.

Hotel Projections. HSP will also complete a demand and financial analysis for any recommended hotel(s).

HSP will determine how the market will absorb the recommended hotel(s) over time, providing a ten-year performance projection for each. Ultimately the question HSP will answer is: How will the proposed hotel(s) perform in regard to occupancy, rate, and revenue per available room (RevPAR)?

HSP's approach to answering these questions includes a strong methodology. Hunden will:

- Perform a market penetration analysis for the proposed hotel(s) and estimate future room-night demand, occupancy, and ADR,

- Include assumptions for competitive market demand growth, induced demand, recapture of demand, and unaccommodated demand based on earlier analysis and penetration and inducement capability of the proposed hotel(s),
- Each market segment will be assessed, including leisure, commercial, and group. Average rate for each segment will be analyzed and projected, and
- Project capture of existing demand from the competitive set and outside the set.

This methodology will result in a projection of occupancy, rate and Revenue per Available Room (RevPAR) for the proposed hotel(s) for the first ten years of operation.

Based on the projection of demand and applying a number of assumptions regarding room rental rate, food and beverage per-caps and others, HSP will prepare a financial projection for the proposed meeting facilities. This financial analysis includes the following:

- Estimate revenues for ten years of operations.
- Expenses directly related to the meeting facility will also be projected for the period.
- The demand profile, experience with other similar facilities and data from the existing facility will be used to model the operating revenues and costs of the new facility or facilities and will be incorporated into the business plan.

Task 13: Economic, Fiscal and Employment Impact Analysis

HSP will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect and induced impacts, including the tax revenues that are generated by projected visitors to the new facilities. Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to West Fargo and the surrounding area due to an event, spend the night or otherwise spend time or money in the area. HSP will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured direct spending is considered to be the **Direct Impacts**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, an attendee's direct expenditure on a hotel room causes the hotel to purchase linens and other items from suppliers. The portion of these hotel purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income as a result of the attendee's visit. The amount of the increased income that the employee spends in the area is considered an induced impact.

- **Fiscal Impacts** represent the incremental tax revenue collected by the City, County and State due to the net new economic activity related to an event. For example, our analysis will estimate the hotel and other tax revenue from an overnight stay by an attendee and considers this a fiscal impact. The fiscal impact represents the government's share of total economic benefit. Fiscal impacts provide an offset to the potential public expenditures required to host events. HSP will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with an event. For example, the direct, indirect and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. HSP will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

HSP uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

DELIVERABLES

Midpoint/Preliminary Findings – Approximate midway through the analysis, HSP will present a PowerPoint presentation of preliminary findings to the Client.

Draft Analysis – Having completed all the tasks in Phase I, HSP will compile the results into a draft analysis of its findings and recommendations, which will be presented to the Client for review and comment.

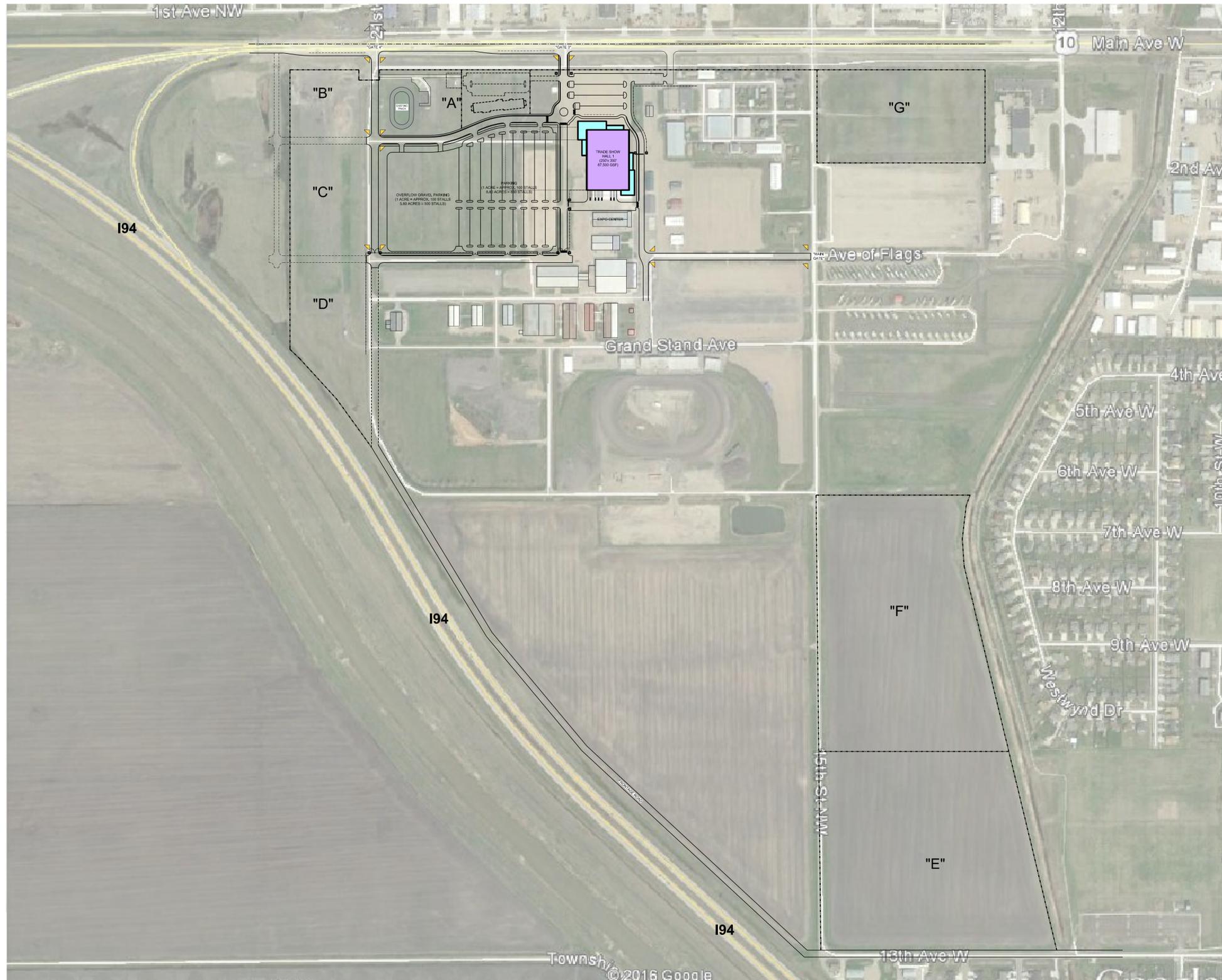
Final Analysis – If the Client and HSP agree that the study should end at the completion of Phase I, approximately two (2) weeks after receiving comments from the Client, HSP will issue its final analysis. If the Client wants to continue with Phase II, HSP will provide the final analysis after completing Phase II.

All deliverables will be responsive to the Client's preference. HSP is flexible in its approach.

FEES

Hunden Strategic Partners proposes to complete all the tasks outlined in the scope of work for **Phase I** for a professional fee of \$44,000 plus expenses or a \$48,000 lump sum.

Hunden Strategic Partners proposes to complete all the tasks outlined in the scope of work for **Phase II** for a professional fee of \$30,000 plus expenses or a \$33,000 lump sum.



Land Development Data			
Description	Square Feet (Approx.)	Acres (Approx.)	Zoning
LAND "A"	342,554	7.86	COMMERCIAL
LAND "B"	256,688	5.89	COMMERCIAL
LAND "C"	349,121	8.01	COMMERCIAL
LAND "D"	395,322	9.07	COMMERCIAL
LAND "E"	1,435,037	32.94	COMMERCIAL
LAND "F"	1,415,858	32.50	COMMERCIAL
LAND "G"	529,220	12.14	COMMERCIAL



WEST FARGO CONVENTION CENTER
WEST FARGO, ND

10/06/2016
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