



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – January 3, 2023 (Pages 3-4)
- E. Building Permits (Pages 5-7)

Consent Agenda - Approve the Following:

- a. Bills (Pages 8-19)
- b. Pledging of Securities (Pages 20-43)
- c. MSA with Moore Engineering
 - Approve MSA extension with Moore Engineering (Pages 44-46)
- d. Project No. 2272 – Concrete Pavement Repair (Various City Locations)
 - Approve Plans and Specifications; and Direct advertisement for bids (Pages 47-53)
- e. Midwest Fidelity Partners LLC Encroachment Agreement (SilverStar Carwash)
 - Approve Encroachment Agreement (Pages 54-61)
- f. Games of Chance for West Fargo Exchange Club. Games to be conducted Raffle and Raffle Board at Veterans Memorial Union at 1201 7th Ave E (Page 62)
- g. Games of Chance for the Packer Backers (West Fargo High School Post Prom/Grad). Games to be conducted: Raffle and Raffle Board on 2/24/2023 and 3/24/2023 at Silver Dollar at 221 Sheyenne St (Page 63)
- h. Gaming Site Authorization for West Fargo Events. Games to be conducted: Poker on February 17, 18 and 19, 2023 at DoubleTree by Hilton at 815 Beaton Dr (Pages 64-65)
- i. Request to Reinstate Forfeited Personal Leave
 - Approval of Reinstatement of Forfeited Personal Leave (Page 66)
- j. Request for Right-of-way Access, Brooks Harbor 1st Addition (Pages 67-75)

Regular Agenda

- 1. Public Hearing & First Reading of rezoning ordinance for proposed North Pond at the Preserve 16th Addition -- Lisa Sankey, City Planner (Pages 76-85)
- 2. Conditional Use Permit for temporary concrete crushing & aggregate stockpiling, West Fargo 12th Addition -- Aaron Nelson, Planning Director (Page 86-96)
- 3. Resolution for parking reduction for proposed taproom, Sukut's 3rd Addition -- Aaron Nelson, Planning Director
 - Approve Parking Reduction Resolution for proposed taproom (Pages 97-103)

4. Proposal of Child Care Workforce Grant -- Casey Sanders-Berglund, Economic Development Manager
 - Approval to adopt Child Care Workforce Grant (Pages 104-105)
5. Johnson Control HVAC contract -- Matt Andvik, Public Works Director
 - Approve Contract with Johnson Controls for HVAC Service and Maintenance (Pages 106-132)
6. 2023 Mill and Overlay (Various Neighborhoods) -- Dan Hanson, City Engineer
 - Create Improvement District No. 2261, Approve Engineer's Report, Authorize Resolution of Necessity; and Direct Engineer to prepare a Task Order for "Basic Services" (Pages 134-156)
7. Resolution Modifying Water Rate (Page 157)
8. Reconsideration of the Noble Hare Enterprise Grant -- Commissioner Mark Simmons (Pages 158-164)
9. City Administrator's Report -- Tina Fisk, City Administrator
10. Correspondence
11. Non-Agenda Items
12. Adjourn



West Fargo City Commission Meeting
Tuesday, January 16, 2023
Commission Chambers 5:30 PM

The West Fargo City Commission met on Tuesday, January 16, 2023, at 5:30 p.m. Those present were Commissioners Bernie Dardis, Brad Olson, Roben Anderson, and Mark Simmons, who was present via Zoom. Commissioner Mandy George was absent. President of the Board Bernie Dardis called the meeting to order at 5:30 p.m.

Denis Otterness, Police Chief appeared before the Commission to have the Honor Guard post Colors. The pledge of allegiance was recited. Chief Otterness administered a promotional ceremony for Lieutenant Randy Burkhartsmeier and Sergeant Grant Richardson. No action was taken.

Commissioner Olson moved and Commissioner Anderson seconded to approve the order of the agenda as distributed. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the minutes from January 3, 2023 as presented. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

In regards to Building Permits, there was nothing to report.

Commissioner Olson moved and Commissioner Anderson seconded to approve the consent agenda as presented.

a. Bills (Pages 5-11)

b. Games of Chance for Fargo Ducks Unlimited. Games to be conducted: Raffle on February 9, 2023 at Speedway Event Center at 680 Main Ave W (Page 12)

c. Games of Chance for West Fargo Baseball 2031. Games to be conducted: Sports Pool on February 12, 2023 at the residence of 1030 51st Ave W (Page 13)

Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Casey Sanders- Berglund appeared before the Commission for a public hearing for the Vanna Adventure Vans Five Year PILOT. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Vanna Adventure Vans Five Year PILOT. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Casey Sanders- Berglund appeared before the Commission for approval of the Noble Hare Enterprise Grant which consisted of approving an Enterprise Grant at \$75,000. Following discussion, Commissioner Olson moved and Commissioner Dardis seconded to approve the Noble Hare Enterprise Grant at \$75,000. Commissioners Olson and Dardis voted aye. Commissioners Simmons and Anderson voted nay, the motion failed due to a tie.



West Fargo City Commission Meeting
Tuesday, January 16, 2023
Commission Chambers 5:30 PM

Tina Fisk, City Administrator appeared before the Commission for the 2023 Water Rate Adjustment which included a discussion and approval of City of Fargo contractual rate increase. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the 2023 Water Rate Adjustment which includes the City of Fargo contractual rate increase. Commissioners Olson, Simmons and Dardis voted aye. Commissioner Anderson voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission for a project update in regards to Improvement District No. 2271 – 7th Ave NW & 5th St Ct NW. Following discussion, Commissioners agreed to allow Engineering to move forward with Improvement District No. 2271 – 7th Ave NW & 5th St Ct NW.

Dan Hanson, City Engineer appeared before the Commission to request approval for Concrete Pavement Repair – (Various City Locations); creating Project No. 2272, approve Engineer's Report; and direct Engineer to prepare Plans and Specifications. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve Concrete Pavement Repair – (Various City Locations); creating Project No. 2272, approve Engineer's Report; and direct Engineer to prepare Plans and Specifications. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

In regards to the Administrator's Report, Dustin Scott, Assistant City Administrator appeared before the Commission:

1. City offices will be closed on February 20 (Presidents Day)
A consensus came from the Commission to move the Commission meeting from Monday, February 20, 2023 to Tuesday, February 21, 2023

There was no correspondence.

There were no non-agenda items.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the meeting adjourned at 6:35 p.m.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
02/06/2023**

	JANUARY 2022			JANUARY 2023		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL						
RESIDENTIAL DWELLING	3	3	\$ 1,140,000.00			
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC	1		\$ 160,000.00			
CHURCH						
ACCESSORY	1		\$ 3,500.00	1		\$ 8,500.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	8		\$ 1,634,095.00	1		\$ 175,000.00
RESIDENTIAL	11		\$ 325,264.00	4		\$ 58,869.00
PUBLIC				1		\$ 141,652.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				1		\$ 20,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	24	3	\$ 3,262,859.00	8	0	\$ 404,021.00

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
02/06/2023**

	AS OF 1/31/2023			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL						
RESIDENTIAL DWELLING						
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	1		\$ 8,500.00	1		\$ 8,500.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 175,000.00	1		\$ 175,000.00
RESIDENTIAL	4		\$ 58,869.00	4		\$ 58,869.00
PUBLIC	1		\$ 141,652.00	1		\$ 141,652.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 20,000.00	1		\$ 20,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	8	0	\$ 404,021.00	8	0	\$ 404,021.00

WEST FARGO CITY COMMISSION MEETING

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Building Department Report - Summary

CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
Bartholomay Construction	800 4 Avenue East	City of West Fargo	\$ 141,652.00	Remodel - Public - Add office area
Dirt Dynamics	1131 Rachel Drive West	Wildco LLC	\$ 20,000.00	Demolish - Commercial - Two Buildings
Joshua & Katie Layfield	2622 Pyle Lane East	Joshua Layfield	\$ 14,000.00	Remodel - Residential - Finish Lower Level
Jordahl Custom Homes	2528 North Pond Drive East	Meridian Mortgage	\$ 25,000.00	Remodel - Residential - Finish Lower Level
Precision Concrete Cutters	607 2nd Street East	Kristi Wick	\$ 4,869.00	Remodel - Residential - Egress Window
Joshua & Amber Diemert	2503 Mcleod Drive East	Joshua Diemert	\$ 15,000.00	Remodel - Residential - Finish Lower Level
Jordan Fulsebakke	552 Prescott Lane	Jordan & Erin Fulsebakke	\$ 8,500.00	Accessory - Shed
Great States Construction	295 6 Street NW	ABC Mini Storage	\$ 175,000.00	Remodel - Commercial - Rebuild Fire Damaged Self Storage Building

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105768	S	3021 CIVICPLUS	4194.75	01/04/23		CL 108018	4194.75
105769	S	999999 DENISE FOURNIER	34.35	01/04/23		CL 108027	34.35
105770	S	3347 FIRST INTERNATIONAL INSURANCE	36.00	01/04/23		CL 108017	36.00
105771	S	2046 FMAAR	335.00	01/04/23		CL 108015	335.00
105772	S	3331 GOVERNMENTJOBS.COM, INC.	53594.50	01/04/23		CL 108020	53594.50
105773	S	2045 RMLS	2280.00	01/04/23		CL 108016	2280.00
105774	S	1741 LIBERTY BUSINESS SYSTEMS, INC	1923.60	01/06/23		CL 108065	1923.60
105775	S	274 STEVE MOTTINGER	5000.00	01/09/23		CL 108074	5000.00
105776	S	2254 CASS COUNTY STATES ATTORNEY	98.00	01/04/23		CL 107967	98.00
105777	S	4641 THE WESTIN INDIANAPOLIS	4160.00	01/11/23		CL 108122	4160.00
105778	S	4644 MILLER CHEVROLET	30199.00	01/11/23		CL 108195	30199.00
105779	S	3549 WEX	2189.55	01/13/23		CL 108351	2189.55
105780	S	3541 ND FRATERNAL ORDER OF POLICE	25.00	01/16/23		CL 108364	25.00
105781	S	1464 RED RIVER VALLEY FOP LODGE #1	11.00	01/16/23		CL 108365	11.00
105782	S	2954 A-OX WELDING SUPPLY CO INC	67.83	01/17/23		CL 108298	67.83
105783	S	4550 ABC LOCK & KEY INC	437.63	01/17/23		CL 108155	156.88
105784	S	289 ACME TOOLS	1961.97	01/17/23		CL 108287	280.75
						CL 108085	169.01
						CL 108137	1745.21
						CL 108230	6.63
						CL 108252	41.12
105785	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	1938.20	01/17/23		CL 108309	1938.20
105786	S	3869 ALISHA REIS	8.96	01/17/23		CL 108139	8.96
105787	S	4467 ALL FINISH CONCRETE	7192.80	01/17/23		CL 108033	7192.80
105788	S	2947 ALLSTATE PETERBILT OF FARGO	117.74	01/17/23		CL 108319	117.74
105789	S	4103 ALTERATIONS BY L	64.00	01/17/23		CL 108110	64.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105790	S	4653 AQUATIC INFORMATICS INC	6495.00	01/17/23			
105791	S	2931 AUTO VALUE PARTS STORES	397.21	01/17/23		CL 108311	6495.00
						CL 108123	155.36
						CL 108124	11.77
						CL 108222	159.93
						CL 108229	70.15
105792	S	3032 AXON ENTERPRISE INC	21060.00	01/17/23			
105793	S	1695 BAKER & TAYLOR	4906.06	01/17/23		CL 108179	21060.00
105794	S	1385 BCA/TRAINING & DEVELOPMENT	125.00	01/17/23		CL 108267	4906.06
105795	S	4466 BEN'S STRUCTURAL FABRICATION INC	143307.56	01/17/23		CL 108063	125.00
105796	S	3273 BERNIE DARDIS	135.80	01/17/23		CL 108035	143307.56
105797	S	36 BERT'S TRUCK EQUIPMENT	264.46	01/17/23		CL 108362	135.80
						CL 108166	253.92
						CL 108218	10.54
105798	S	637 BLACK MOUNTAIN SOFTWARE	30783.00	01/17/23		CL 108153	30783.00
105799	S	4640 BNSF RAILWAY	4049.00	01/17/23			
105800	S	3512 BOUND TREE MEDICAL, LLC	200.06	01/17/23		CL 108116	4049.00
105801	S	4290 BRANDON BAHR	20.00	01/17/23		CL 108231	200.06
105802	S	3374 BREANNA GRONAAS	168.00	01/17/23		CL 108327	20.00
105803	S	652 BRENCO CORPORATION	53.61	01/17/23		CL 108299	168.00
105804	S	999999 BRIAN DECKERT	58.75	01/17/23		CL 108307	53.61
105805	S	953 BROCK WHITE COMPANY LLC	447.44	01/17/23		CL 108054	58.75
105806	S	3892 BURGGRAF'S ACE FARGO WEST #17458	35.97	01/17/23		CL 108184	447.44
105807	S	3905 BURIAN & ASSOCIATES LLC	12854.00	01/17/23		CL 108090	35.97
105808	S	351 BUSINESS ESSENTIALS	450.21	01/17/23		CL 108091	12854.00
						CL 108105	97.08
						CL 108140	219.96
						CL 108146	24.07
						CL 108353	109.10
105809	S	39 BUTLER MACHINERY	2060.77	01/17/23		CL 108214	1710.28
						CL 108304	350.49

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105810	S	1764 CALIBRE PRESS	567.00	01/17/23		CL 108052	189.00
						CL 108177	189.00
						CL 108297	189.00
105811	S	1403 NORTHERN TOOL	452.46	01/17/23		CL 108082	52.99
						CL 108099	399.47
105812	S	117 CARTEGRAPH SYSTEMS INC.	60338.24	01/17/23		CL 108186	60338.24
105813	S	51 CASS COUNTY ELECTRIC COOP	1914.08	01/17/23		CL 108247	1914.08
105814	S	61 CASS COUNTY FINANCE	248539.83	01/17/23		CL 108079	247399.19
						CL 108080	1140.64
105815	S	3576 CDI	17462.00	01/17/23		CL 108157	17462.00
105816	S	4108 CED	2636.50	01/17/23		CL 108088	626.50
						CL 108185	2010.00
105817	S	1623 CENGAGE GALE	6258.10	01/17/23		CL 108150	6258.10
105818	S	4128 CHANDLERTHINKS, LLC	3500.00	01/17/23		CL 108114	3500.00
105819	S	3417 CHELSEA SIMDORN	18.28	01/17/23		CL 108148	18.28
105820	S	3216 CINTAS	80.99	01/17/23		CL 108317	80.99
105821	S	111 CITY OF FARGO	58155.67	01/17/23		CL 108097	49933.57
						CL 108181	8222.10
105822	S	2880 CITY OF FARGO	528266.80	01/17/23		CL 108358	285519.00
						CL 108359	20.80
						CL 108360	242727.00
105823	S	3167 City of West Fargo	277.76	01/17/23		CL 108333	277.76
105824	S	1904 CODE 4 SERVICES, INC	452.42	01/17/23		CL 108107	99.20
						CL 108253	353.22
105825	S	2482 CODY BEILKE	450.00	01/17/23		CL 108066	450.00
105826	S	3850 COLLIERS SECURITIES LLC	750.00	01/17/23		CL 108064	750.00
105827	S	229 CONSOLIDATED COMMUNICATIONS	2848.13	01/17/23		CL 108159	2696.18
						CL 108246	151.95
105828	S	3245 CORE & MAIN	5375.14	01/17/23		CL 108130	4576.54
						CL 108256	798.60

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105829	S	47 CORWIN CHRYSLER	20.85	01/17/23			
105830	S	4655 CORY HODGSON	190.00	01/17/23		CL 108221	20.85
105831	S	4242 COVERTRACK GROUP INC	600.00	01/17/23		CL 108338	190.00
105832	S	859 DAKOTA ELECTRIC CONSTRUCTION CO	138037.50	01/17/23		CL 108048	600.00
105833	S	1675 DAKOTA FLUID POWER, INC	1254.54	01/17/23		CL 108040	138037.50
105834	S	624 DAKOTA SUPPLY GROUP	159.15	01/17/23		CL 108228	430.53
105835	S	87 DAKOTA TIRE	555.68	01/17/23		CL 108306	824.01
105836	S	856 DAVE'S WEST FARGO TIRE	244.93	01/17/23		CL 108158	159.15
105837	S	2948 DELTA 54 AVIATION LLC	3600.00	01/17/23		CL 108248	413.96
105838	S	2225 DTN, LLC	465.00	01/17/23		CL 108249	141.72
105839	S	2100 EAGLE RUN CROSSING LLC	4496.69	01/17/23		CL 108049	215.78
105840	S	3681 EASTERN FIRE EQUIPMENT SERVICES	24.06	01/17/23		CL 108176	29.15
105841	S	774 ECONOMIC DEVELOPMENT ASSOCIATION OF ND	575.00	01/17/23		CL 108346	3600.00
105842	S	3410 ENGRAPHIX	15.00	01/17/23		CL 108133	465.00
105843	S	3722 ENVIROTECH	31979.96	01/17/23		CL 108257	1106.63
105844	S	1578 ESRI, INC	38500.00	01/17/23		CL 108264	3262.97
105845	S	2862 ESSENTIA HEALTH	15927.27	01/17/23		CL 108324	127.09
105846	S	660 FARGO FREIGHTLINER	349.84	01/17/23		CL 108232	24.06
105847	S	979 FARGO LINE-X	99.00	01/17/23		CL 108276	575.00
105848	S	2404 FARONICS	656.25	01/17/23		CL 108109	15.00
						CL 108096	21135.67
						CL 108315	10844.29
						CL 108118	38500.00
						CL 108283	508.00
						CL 108286	15419.27
						CL 108125	174.92
						CL 108215	174.92
						CL 108165	99.00
						CL 108138	656.25

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105849	S	1648 FARSTAD OIL, INC	538.57	01/17/23		CL 108213	315.90
						CL 108334	222.67
105850	S	151 FEDERAL EXPRESS	10.65	01/17/23		CL 108030	10.65
105851	S	329 FERGUSON WATERWORKS #2516	473.04	01/17/23		CL 108154	473.04
105852	S	3347 FIRST INTERNATIONAL INSURANCE	33.00	01/17/23		CL 108275	33.00
105853	S	104 FORUM COMMUNICATIONS	2750.00	01/17/23		CL 108073	2750.00
105854	S	155 GALLS, LLC	1362.78	01/17/23		CL 108193	303.60
						CL 108245	533.32
						CL 108331	525.86
105855	S	156 GENERAL EQUIP & SUPPLIES	187106.95	01/17/23		CL 108120	6.95
						CL 108136	187100.00
105856	S	2983 GFOA	250.00	01/17/23		CL 108029	250.00
105857	S	1579 GLENN'S BODY REPAIR INC	7685.35	01/17/23		CL 108313	7685.35
105858	S	4450 GRAFSTROM CONSTRUCTION	3307.50	01/17/23		CL 108038	3307.50
105859	S	556 GRAINGER, INC.	193.68	01/17/23		CL 108167	193.68
105860	S	939 GRAYBAR	70.68	01/17/23		CL 108093	70.68
105861	S	3535 GREAT PLAINS FIRE	122.93	01/17/23		CL 108233	122.93
105862	S	2318 HABERDASHERY	212.93	01/17/23		CL 108251	212.93
105863	S	4642 HAIDER HOWITZER	230.84	01/17/23		CL 108152	230.84
105864	S	2713 HAMPTON INN & SUITES	88.20	01/17/23		CL 108254	88.20
105865	S	769 HARBOR FREIGHT TOOLS	171.94	01/17/23		CL 108220	171.94
105866	S	135 HAWKINS WTR TREATMENT	11739.92	01/17/23		CL 108182	6705.67
						CL 108316	5034.25
105867	S	4405 HONEYWELL ANALYTICS INC	950.00	01/17/23		CL 108237	950.00
105868	S	3799 IAFCI	80.00	01/17/23		CL 108046	80.00
105869	S	3087 IBM CORPORATION	199.52	01/17/23		CL 108161	199.52

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105870	S	687 INFORMATION TECHNOLOGY DEPT	673.90	01/17/23		CL 108106	673.90
105871	S	211 INTERSTATE BATTERIES	869.65	01/17/23		CL 108094	464.85
						CL 108200	404.80
105872	S	233 J & L SPORTS	140.00	01/17/23		CL 108086	140.00
105873	S	999999 JESSICA MARTINEZ	117.85	01/17/23		CL 108285	117.85
105874	S	999999 JESSIE CZEBOTAR	109.19	01/17/23		CL 108077	109.19
105875	S	2750 JIM'S TOWING INC	480.00	01/17/23		CL 108227	480.00
105876	S	4574 KARVONEN PROPERTIES	13822.40	01/17/23		CL 108348	13822.40
105877	S	693 KPH, INC	169290.00	01/17/23		CL 108041	169290.00
105878	S	4543 KRAUS-ANDERSON CONSTRUCTION COMPANY	108098.00	01/17/23		CL 108032	108098.00
105879	S	2325 KUSTOM KONCEPTS	420.79	01/17/23		CL 108239	420.79
105880	S	705 LAWSON PRODUCTS	1057.20	01/17/23		CL 108312	1057.20
105881	S	1020 LEADSONLINE LLC	3081.00	01/17/23		CL 108330	3081.00
105882	S	4555 LEDGESTONE INC	102391.02	01/17/23		CL 108036	102391.02
105883	S	2466 LEXIPOL	17204.00	01/17/23		CL 108044	17204.00
105884	S	4432 LIBERTY BUSINESS SYSTEMS INC	583.34	01/17/23		CL 108207	583.34
105885	S	3418 LOFFLER	52.61	01/17/23		CL 108169	52.61
105886	S	3502 M &T Fire	70.00	01/17/23		CL 108336	70.00
105887	S	3304 MAC'S - FARGO	917.94	01/17/23		CL 108163	33.57
						CL 108216	849.88
						CL 108320	34.49
105888	S	68 MANNING MECHANICAL	106086.51	01/17/23		CL 108039	106086.51
105889	S	3119 MATT RETKA	50.00	01/17/23		CL 108344	50.00
105890	S	299 MENARDS	110.94	01/17/23		CL 108240	110.94
105891	S	4622 MENARDS PW	1103.49	01/17/23		CL 108081	230.61
						CL 108101	37.40
						CL 108170	784.29
						CL 108180	16.03
						CL 108302	35.16

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105892	S	2766 MIDCONTINENT COMMUNICATIONS	791.67	01/17/23		CL 108278	370.83
						CL 108282	220.42
						CL 108284	200.42
105893	S	102 MIDSTATES WIRELESS	835.10	01/17/23		CL 108321	835.10
105894	S	927 MIDWEST MACHINE TOOL SUPPLY	5260.28	01/17/23		CL 108308	5260.28
105895	S	1854 MIDWEST TAPE	2327.66	01/17/23		CL 108143	2173.64
						CL 108144	2.40
						CL 108151	151.62
105896	S	766 MINNESOTA REVENUE	220.64	01/17/23		CL 108361	220.64
105897	S	961 MOCIC	250.00	01/17/23		CL 108059	250.00
105898	S	4618 MONSIDO INC	5988.00	01/17/23		CL 108062	5988.00
105899	S	305 MOORE ENGINEERING INC	98097.36	01/17/23		CL 108197	2138.57
						CL 108199	95958.79
105900	S	4575 MORTENSON MASONRY INC	158440.50	01/17/23		CL 108034	158440.50
105901	S	1379 MUNICIPAL JUDGE'S ASSOCIATION	50.00	01/17/23		CL 108363	50.00
105902	S	4654 MVP MEDIA NETWORK	698.00	01/17/23		CL 108335	698.00
105903	S	298 MVTL LABORATORIES	319.28	01/17/23		CL 108131	319.28
105904	S	728 NAPA CENTRAL	4.15	01/17/23		CL 108225	4.15
105905	S	2764 NAPWDA	50.00	01/17/23		CL 108047	50.00
105906	S	999999 ND DHS EMERGENCY RENT BRIDGE	272.87	01/17/23		CL 108078	272.87
105907	S	1771 ND SECRETARY OF STATE	36.00	01/17/23		CL 108280	36.00
105908	S	1946 ND STATE ELECTRICAL BOARD	300.00	01/17/23		CL 108263	300.00
105909	S	334 ND STATE RADIO COMM.	2400.00	01/17/23		CL 108067	2400.00
105910	S	3876 NDEMA	50.00	01/17/23		CL 108236	50.00
105911	S	756 NELCO FIRST AID	145.47	01/17/23		CL 108142	145.47
105912	S	364 NELSON INTERNATIONAL	294.18	01/17/23		CL 108084	89.30
						CL 108126	120.88
						CL 108217	11.50
						CL 108305	72.50

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105913	S	1252 NORTH DAKOTA STATE LIBRARY	60.00	01/17/23		CL 108269	60.00
105914	S	328 NORTHERN ENGINE & SUPPL	253.51	01/17/23		CL 108301	253.51
105915	S	3111 NORTHERN SALT INCORPORATED	37364.04	01/17/23		CL 108103	37364.04
105916	S	331 NORTHERN STATES SUPPLY	75.28	01/17/23		CL 108219	75.28
105917	S	330 NORTHWESTERN EQUIP INC.	274.00	01/17/23		CL 108132	274.00
105918	S	322 NOVA FIRE PROTECTION	170.00	01/17/23		CL 108242	170.00
105919	S	1774 O'REILLY AUTOMOTIVE STORES, INC	989.51	01/17/23		CL 108087	201.37
						CL 108164	666.15
						CL 108202	23.73
						CL 108224	45.56
						CL 108326	52.70
105920	S	353 OHNSTAD TWICHELL	102591.02	01/17/23		CL 108069	28207.33
						CL 108070	60825.99
						CL 108071	13557.70
105921	S	631 ONE CALL CONCEPT INC	123.50	01/17/23		CL 108089	123.50
105922	S	276 OSTROMS ACE HARDWARE	133.16	01/17/23		CL 108104	119.98
						CL 108162	13.18
105923 C	S	3805 PETRO GAS	0.00	01/17/23		CL 108259	
105924 *	S	563 PETRO SERVE USA	75038.46	01/17/23		CL 108068	109.01
						CL 108262	2554.75
						CL 108337	1061.42
						CL 108345	843.53
						CL 108349	70469.75
105925	S	4034 PETRO SERVE USA #63	5150.94	01/17/23		CL 108265	2739.86
						CL 108266	2071.52
						CL 108279	41.54
						CL 108322	298.02
105926	S	1310 PETTYS CONSULTING, LLC	435.00	01/17/23		CL 108050	270.00
						CL 108235	165.00
105927	S	1483 PITNEY BOWES RESERVE ACCOUNT	1500.00	01/17/23		CL 108145	1500.00
105928	S	3067 PLATINUM CHEMICALS	1302.00	01/17/23		CL 108135	1302.00

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105929	S	3391 PPI CONSULTING LLC	475.00	01/17/23			
105930	S	1295 PRO-WEST & ASSOCIATES, INC	261.74	01/17/23		CL 108350	475.00
105931	S	1166 PRODUCTIVITY PLUS ACCOUNT	190.20	01/17/23		CL 108028	261.74
105932	S	4348 R L ENGBRETSON ARCHITECTS FARGO LLC	33863.75	01/17/23		CL 108083	190.20
105933	S	4643 RANDY MEANS & ASSOCIATES, LLC	1920.00	01/17/23		CL 108355	33863.75
105934	S	2982 RDO EQUIPMENT CO	1635.06	01/17/23		CL 108183	1920.00
105935	S	3204 RECORD KEEPERS	57.50	01/17/23		CL 108128	423.10
105936	S	3748 RED RIVER ANIMAL EMERGENCY HOSPITAL	360.00	01/17/23		CL 108325	1211.96
105937	S	1016 RED WING BUSINESS ADVANTAGE	828.71	01/17/23		CL 108061	57.50
105938	S	1182 RH SUPPLY	1211.64	01/17/23		CL 108178	360.00
105939	S	3010 RICHARD BRUNS	20.00	01/17/23		CL 108102	424.98
105940	S	3210 RIVISTAS SUBSCRIPTIONS SERVICES	5064.44	01/17/23		CL 108250	195.49
105941	S	3522 RJ'S TESORO	2176.47	01/17/23		CL 108255	208.24
105942	S	4064 ROYAL TIRE INC	429.88	01/17/23		CL 108121	1211.64
105943	S	4451 RTL CONSTRUCTION INC	44370.00	01/17/23		CL 108328	20.00
105944	S	999999 RUSTY HUSHKA	94.31	01/17/23		CL 108149	5064.44
105945	S	3353 SAM'S CLUB MC/SYNCB	421.29	01/17/23		CL 108258	193.48
105946	S	437 SANDY'S DONUTS & COFFEE SHOP	45.90	01/17/23		CL 108268	104.93
105947	S	1702 SHEYENNE RIVER KENNELS	304.88	01/17/23		CL 108339	1878.06
105948	S	2885 SHORTPRINTER	41.95	01/17/23		CL 108174	429.88
						CL 108037	44370.00
						CL 108053	94.31
						CL 108100	99.90
						CL 108171	119.95
						CL 108192	201.44
						CL 108051	45.90
						CL 108042	304.88
						CL 108031	41.95

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Claim Checks

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105949	S	4042 SIR SPEEDY	351.63	01/17/23		CL 108277	351.63
105950	S	3528 SNACKS PLUS VENDING	164.00	01/17/23		CL 108060	164.00
105951	S	440 SRF CONSULTING GROUP, INC	6448.70	01/17/23		CL 108117	6448.70
105952	S	2372 STATE HISTORICAL CENTER SOCIETY OF ND FO	40.00	01/17/23		CL 108141	40.00
105953	S	3252 SUBSURFACE SOLUTIONS	3133.64	01/17/23		CL 108072	3133.64
105954	S	4645 SUCHY	100.00	01/17/23		CL 108204	100.00
105955	S	176 SUMMIT FIRE PROTECTION	1374.06	01/17/23		CL 108092	850.00
						CL 108323	524.06
105956	S	3360 SUNSET LAW ENFORCEMENT	4650.00	01/17/23		CL 108189	4650.00
105957	S	733 SWANSTON EQUIPMENT CORP.	1053.06	01/17/23		CL 108129	125.82
						CL 108223	716.94
						CL 108318	210.30
105958	S	1419 THE ARTS PARTNERSHIP	60.00	01/17/23		CL 108160	60.00
105959	S	3411 THE UPS STORE #6740	318.21	01/17/23		CL 108119	295.91
						CL 108332	22.30
105960	S	999999 TODD THOMPSEN	300.00	01/17/23		CL 108274	300.00
105961	S	1285 TRAFFIC CONTROL CORPORATION	972.00	01/17/23		CL 108134	972.00
105962	S	665 TWIN CITY GARAGE DOOR	3101.00	01/17/23		CL 108095	3101.00
105963	S	2951 TYLER TECHNOLOGIES, INC	364.68	01/17/23		CL 108076	364.68
105964	C S	2478 VALLI	0.00	01/17/23		CL 108357	
						CL 108356	
105965	* S	2314 VANGUARD APPRAISALS, INC	18412.50	01/17/23		CL 108209	18412.50
105966	S	1553 VARITECH INDUSTRIES, INC	575.84	01/17/23		CL 108314	575.84
105967	S	3668 VERIZON WIRELESS	474.50	01/17/23		CL 108175	317.33
						CL 108188	157.17
105968	S	544 WALLWORK TRUCK CENTER	1043.81	01/17/23		CL 108127	126.96
						CL 108201	279.45
						CL 108226	637.40

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105969	S	3062 WELK'S LAWN CARE LLC	1800.00	01/17/23			
105970	S	2945 WEST FARGO AREA COMMUNITY PROGRAM	3066.99	01/17/23		CL 108168	1800.00
105971	S	3736 WEST FARGO RURAL FIRE DEPT	7500.00	01/17/23		CL 108347	3066.99
105972	S	4129 WESTERN NATIONAL MUTUAL INS CO	50.00	01/17/23		CL 108244	7500.00
105973	S	807 WEX HEALTH, INC	651.10	01/17/23		CL 108281	50.00
105974	S	569 WF ANIMAL HOSPITAL	2914.21	01/17/23		CL 108343	651.10
105975	S	549 WF PUB SCHOOLS DIST #6	10032.50	01/17/23		CL 108190	2914.21
105976	S	4003 WM CORPORATE SERVICES INC	93932.49	01/17/23		CL 108147	10032.50
105977	S	338 XCEL ENERGY	49061.61	01/17/23		CL 108172	93932.49
						CL 108055	17.09
						CL 108056	26.62
						CL 108057	82.03
						CL 108058	19.23
						CL 108075	14375.27
						CL 108210	49.77
						CL 108211	64.61
						CL 108212	164.72
						CL 108300	2338.31
						CL 108303	27089.16
						CL 108329	4141.25
						CL 108352	693.55
105978	S	4656 AMANDA RAE ALBERTS	2172.00	01/17/23		CL 108366	2172.00
105979	S	4034 PETRO SERVE USA #63	4340.06	01/17/23		CL 108259	4340.06
105980	S	2478 VALLI	1280.77	01/17/23		CL 108357	1280.77
105981	S	2478 VALLI	5472.67	01/17/23		CL 108356	5472.67
105988	S	2609 WADE LICK	199.99	01/19/23		CL 108392	199.99
105989	S	4658 EQUIPMENT TRANSPORT INC	140.00	01/23/23		CL 108410	140.00
105992	S	2499 FM CONVENTION & VISITORS BUREAU	19241.00	01/24/23		CL 108450	19241.00
105993	S	2499 FM CONVENTION & VISITORS BUREAU	9620.49	01/24/23		CL 108451	9620.49
105994	S	3347 FIRST INTERNATIONAL INSURANCE	370910.00	01/25/23		CL 108452	132712.00
						CL 108454	42989.00
						CL 108457	2658.00
						CL 108460	192551.00

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105995	S	4674 JOEL JONES	150.00	01/27/23		CL 108520	150.00
105996	S	4205 EVCOR USA LLC	721.65	01/27/23		CL 108572	721.65
105997	S	3549 WEX	2189.55	01/30/23		CL 108574	2189.55
105998	S	3547 EQUITABLE UNIT ANNUITY COLLECTIONS	1100.00	01/30/23		CL 108577	1100.00
105999	S	3542 MAINSTAY FUNDS	860.00	01/30/23		CL 108580	860.00
106000	S	3630 MATRIX TRUST COMPANY	4951.00	01/30/23		CL 108583	4951.00
106001	S	3541 ND FRATERNAL ORDER OF POLICE	1600.00	01/30/23		CL 108579	1600.00
106002	S	3543 NEW YORK LIFE INSURANCE & ANNUITY CORP	7575.02	01/30/23		CL 108581	7575.02
106003	S	3548 PERSHING	300.00	01/30/23		CL 108575	300.00
106004	S	1464 RED RIVER VALLEY FOP LODGE #1	704.00	01/30/23		CL 108578	704.00
106005	S	3544 VICKI PETERS TEAMSTERS LOCAL NO 120	12.50	01/30/23		CL 108582	12.50
106006	S	3827 WF IAFF	680.00	01/30/23		CL 108576	680.00
106007	S	4085 ANTHONY HARE	76.14	01/30/23		CL 108584	76.14

Total for Claim Checks **3506451.88**
Count for Claim Checks 232

* denotes missing check number(s)

of Checks: 232 Total: 3506451.88



**Pledging of Securities Collateral
December 31, 2022**

Bank Accounts	Account #	Bank Balance	FDIC Covered	Amount to be Covered		Bank Actual Pledged	Pledged %	Source
					by Pledging			
1st International Bank								
Money Market Checking	605	\$215,000.00	\$0.00	\$0.00	\$0.00	0%	FDIC	
Escrow Account	3232	22,423.80	22,423.80	0.00	0.00	0%	FDIC	
ICS Savings	605	11,784,156.17	11,784,156.17	0.00		0%	FDIC	
ICS Savings	323	14,786,890.15	14,786,890.15	0.00	0.00	100%	FDIC	
Water and Sewer Bonds	3323	0.00		0.00		0%	FDIC	
Alerus Financial								
Money Market Checking	005	249,051.85	250,000.00	0.00	0.00	0%		
ICS Checking		13,170,216.87	13,170,216.87	0.00	0.00	0%	FDIC	
ICS MMKT	005		0.00	0.00	0.00	0%	FDIC	
Bell State Bank	0239	5,553,639.95	250,000.00	5,303,639.95	6,000,000.00	113%	BND Irrevocable LOC's 7639 & 7620	
Choice Financial	4131	10,529,920.14	250,000.00	10,279,920.14	11,307,912.15	110%	BND Pledge Pool LOC 7643	
Totals		\$56,311,298.93	\$40,513,686.99	\$15,583,560.09	\$17,307,912.15			

Prepared by: Tracy Johnson, Senior Accountant

January 4, 2023

City of West Fargo
800 4th Street E., Ste 1
West Fargo, ND 58078

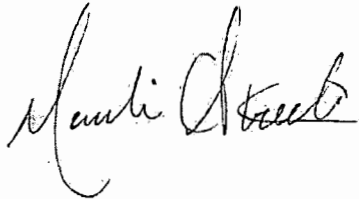
Greetings:

Enclosed is the quarterly certification of security collateral held in the Pledge Pool at the Bank of North Dakota. This can be used as the source document for your Board of Directors approval.

As a participant in the Pledge Pool, our records indicate you have \$298,196 of demand deposit or money market balances, along with \$0 of certificates of deposit secured as of 12/31/2022. Please contact us if these amounts do not agree with your records.

If you have any questions regarding the certification, please feel free to contact me at the number or e-mail address listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Mandi Streeter". The signature is fluid and cursive, with the first name "Mandi" being more prominent than the last name "Streeter".

Mandi Streeter, CPA
Staff Accountant

Alerus
401 DeMers Avenue, Grand Forks, ND 58201
701.795.3276 | Office
701.330.2644 | Cell
alerus.com

BANKING :: MORTGAGE :: RETIREMENT :: WEALTH MANAGEMENT

**NOTIFICATION TO PARTICIPANTS
OF
ALERUS FINANCIAL, GRAND FORKS, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Alerus Financial - Grand Forks provided a security pledge schedule to Bank of North Dakota, as custodian, on 12/31/2022. This schedule reported uninsured public deposits of \$135,320,578.52 requiring a 110% pledge requirement for a total of \$148,852,636.37. Bank of North Dakota verifies the current par value of securities pledged to Alerus Financial - Grand Forks/Pledge Pool ID PGRF, as of 12/31/2022 is \$161,653,182.58.

Dated 1/4/2023
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAND FORKS-ALERUS FINANCIAL
MANDI STREETER
2300 S COLUMBIA RD
PO BOX 6001
GRAND FORKS, ND 58206-6001

Internal USE ONLY
Client Code: PGRF
Client Name: PLEDGE POOL-ALERUS FIN G FORKS
Retention Date:

Pledged Custody Holdings for Currency USD

As of 12/31/2022
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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
041042C91 174021560	05/23/2017			ARKANSAS ST GO 2.80, 07/01/2027
Pledged (PGRF)	As of 04/18/2018		2,060,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDC2 174029082	12/10/2019			BELGRADE BROOTEN ELROSA MN GO 4.00, 02/01/2024
Pledged (PGRF)	As of 12/10/2021		325,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDD0 174029083	12/10/2019			BELGRADE BROOTEN ELROSA MN GO 4.00, 02/01/2025
Pledged (PGRF)	As of 10/01/2021		340,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDJ7 174029085	12/10/2019			BELGRADE BROOTEN ELROSA MN GO 2.00, 02/01/2030
Pledged (PGRF)	As of 12/13/2021		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDK4 174029088	12/10/2019			BELGRADE BROOTEN ELROSA MN GO 2.00, 02/01/2031
Pledged (PGRF)	As of 11/08/2021		405,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RB7 174031418	06/02/2020			BISMARCK ND PUB SCH DIST GO 1.375, 05/01/2026
Pledged (PGRF)	As of 08/19/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RC5 174031419	06/02/2020			BISMARCK ND PUB SCH DIST GO 1.50, 05/01/2027
Pledged (PGRF)	As of 11/18/2020		1,875,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RD3 174031420	06/02/2020			BISMARCK ND PUB SCH DIST GO 1.70, 05/01/2028
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RE1 174031421	06/02/2020			BISMARCK ND PUB SCH DIST GO 1.80, 05/01/2029
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RF8 174031422	06/02/2020			BISMARCK ND PUB SCH DIST GO 1.90, 05/01/2030
Pledged (PGRF)	As of 11/18/2020		1,955,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AP5 174017621	02/18/2016			CANNON TWP MI GO 3.00, 11/01/2030
Pledged (PGRF)	As of 03/24/2016		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS

You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



Pledged Custody Holdings for Currency USD

As of 12/31/2022
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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
137781AQ3	02/18/2016			CANNON TWP MI GO
174017622				3.00, 11/01/2031
Pledged (PGRF)	As of 03/24/2016		445,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AS9	02/18/2016			CANNON TWP MI GO
174017625				3.00, 11/01/2035
Pledged (PGRF)	As of 03/24/2016		1,625,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KU2	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032674				1.25, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KV0	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032673				1.33, 06/15/2029
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KW8	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032672				1.43, 06/15/2030
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KX6	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032671				1.58, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		1,720,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JE5	12/10/2019			DILWORTH-GLYNDON-FELTON MN GO
174029133				4.00, 02/01/2025
Pledged (PGRF)	As of 11/08/2021		575,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JF2	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029128				4.00, 02/01/2026
Pledged (PGRF)	As of 12/10/2021		425,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JJ4	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029134				2.00, 02/01/2029
Pledged (PGRF)	As of 11/08/2021		660,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JK1	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029132				2.00, 02/01/2030
Pledged (PGRF)	As of 05/01/2021		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JL9	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029123				2.00, 02/01/2031
Pledged (PGRF)	As of 03/17/2020		270,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JM7	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029124				2.00, 02/01/2032
Pledged (PGRF)	As of 05/11/2020		280,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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278407NZ0 174028323	10/16/2019			EAU CLAIRE CNTY WI PROM NTS GO 2.00, 09/01/2029
Pledged (PGRF)	As of 05/11/2020		805,000.00	PLEDGE POOL-ALERUS FIN G FORKS
3137ARW93 174038573	12/22/2021			FHLMC REMIC SERIES 4073 EA 1.50, 02/15/2027
Pledged (PGRF)	As of 06/07/2022		64,956.28 1,400,000.00	PLEDGE POOL-ALERUS FIN G FORKS
3140QCPN0 174029243	01/15/2020			FN CA4928 HECM 3.00, 01/01/2050
Pledged (PGRF)	As of 11/21/2022		1,474,347.70 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAA9 174037081	09/24/2021			FLAGSTAR MTG TR 21-10INV A1 3.00, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		8,882,582.50 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAB7 174037082	09/24/2021			FLAGSTAR MTG TR 21-10INV A3 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		8,882,582.50 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAD3 174037083	09/24/2021			FLAGSTAR MTG TR 21-10INV A6 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		8,510,110.01 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DW4 174032198	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2026
Pledged (PGRF)	As of 11/08/2021		350,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DX2 174032200	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2027
Pledged (PGRF)	As of 11/08/2021		375,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DY0 174032204	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DZ7 174032201	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2029
Pledged (PGRF)	As of 12/10/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400EA1 174032202	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		565,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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35880CE34 174031804 Pledged (PGRF)	06/17/2020 As of 12/21/2020		1,000,000.00	FRISCO TX IND SCH DIST GO 1.801, 02/15/2031 PLEDGE POOL-ALERUS FIN G FORKS
35880CE42 174031802 Pledged (PGRF)	06/17/2020 As of 12/10/2021		500,000.00	FRISCO TX IND SCH DIST GO 1.901, 02/15/2032 PLEDGE POOL-ALERUS FIN G FORKS
35880CE59 174031803 Pledged (PGRF)	06/17/2020 As of 03/02/2021		540,000.00	FRISCO TX IND SCH DIST GO 2.001, 02/15/2033 PLEDGE POOL-ALERUS FIN G FORKS
395226L43 174017777 Pledged (PGRF)	03/02/2016 As of 03/24/2016		455,000.00	GREENFIELD WIS GO 3.00, 03/01/2032 PLEDGE POOL-ALERUS FIN G FORKS
395226L50 174017778 Pledged (PGRF)	03/02/2016 As of 03/24/2016		475,000.00	GREENFIELD WIS GO 3.00, 03/01/2033 PLEDGE POOL-ALERUS FIN G FORKS
395226L68 174017779 Pledged (PGRF)	03/02/2016 As of 03/24/2016		490,000.00	GREENFIELD WIS GO 3.00, 03/01/2034 PLEDGE POOL-ALERUS FIN G FORKS
395226L76 174017780 Pledged (PGRF)	03/02/2016 As of 03/24/2016		495,000.00	GREENFIELD WIS GO 3.00, 03/01/2035 PLEDGE POOL-ALERUS FIN G FORKS
395226L84 174017781 Pledged (PGRF)	03/02/2016 As of 03/24/2016		500,000.00	GREENFIELD WIS GO 3.00, 03/01/2036 PLEDGE POOL-ALERUS FIN G FORKS
427506JQ4 174031934 Pledged (PGRF)	07/01/2020 As of 12/21/2020		585,000.00	HERMANTOWN MN IND SCH DIST GO 1.506, 02/01/2028 PLEDGE POOL-ALERUS FIN G FORKS
427506JS0 174031936 Pledged (PGRF)	07/01/2020 As of 08/19/2020		700,000.00	HERMANTOWN MN IND SCH DIST GO 1.706, 02/01/2030 PLEDGE POOL-ALERUS FIN G FORKS
432272FV9 174031559 Pledged (PGRF)	05/29/2020 As of 11/08/2021		360,000.00	HILLSBOROUGH CA SCH DIST GO 1.373, 09/01/2026 PLEDGE POOL-ALERUS FIN G FORKS
432272FW7 174031560 Pledged (PGRF)	05/29/2020 As of 04/30/2021		300,000.00	HILLSBOROUGH CA SCH DIST GO 1.523, 09/01/2027 PLEDGE POOL-ALERUS FIN G FORKS

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4398663C6 174019805	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2026
Pledged (PGRF)	As of 06/16/2017		330,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663D4 174019806	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2027
Pledged (PGRF)	As of 06/16/2017		345,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663E2 174019807	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		355,000.00	PLEDGE POOL-ALERUS FIN G FORKS
448348LN0 174029125	12/10/2019			HUTCHINSON MN IND SCH DIST GO 4.00, 02/01/2025
Pledged (PGRF)	As of 01/28/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
46592NAF3 189001468	08/05/2021			JP MORGAN MTG TRUST 2021-7 A4 Variable, 11/25/2051
Pledged (PGRF)	As of 11/21/2022		4,019,311.16 5,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
46654KAF4 189001528	08/27/2021			JPM CMO 2021-11 A4 2.50, 01/25/2052
Pledged (PGRF)	As of 11/30/2021		8,218,130.59 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C43 174019642	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2024
Pledged (PGRF)	As of 11/10/2016		295,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C50 174019634	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2025
Pledged (PGRF)	As of 11/10/2016		120,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C76 174019637	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2027
Pledged (PGRF)	As of 11/10/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C92 174019638	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2029
Pledged (PGRF)	As of 11/10/2016		245,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700ZT3 174017448	02/22/2016			JORDAN MN IMP & UTIL GO 3.00, 02/01/2027
Pledged (PGRF)	As of 03/02/2016		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PT7 174019905	10/25/2016			LINO LAKES MN WTR UTIL GO 2.00, 02/01/2024
Pledged (PGRF)	As of 06/16/2017		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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536060PU4	10/25/2016			LINO LAKES MN WTR UTIL GO
174019904				2.00, 02/01/2025
Pledged (PGRF)	As of 06/16/2017		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PV2	10/25/2016			LINO LAKES MN WTR UTIL GO
174019908				2.00, 02/01/2026
Pledged (PGRF)	As of 06/16/2017		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PW0	10/25/2016			LINO LAKES MN WTR UTIL GO
174019907				2.00, 02/01/2027
Pledged (PGRF)	As of 06/16/2017		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS
547160WC1	10/23/2019			LOVEJOY TX IND SCH DIST GO
174028575				2.25, 02/15/2035
Pledged (PGRF)	As of 05/11/2020		1,935,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MP6	03/22/2016			MANDAN ND PUB SCH DIST GO
174017969				2.00, 08/01/2023
Pledged (PGRF)	As of 04/07/2016		90,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MS0	03/22/2016			MANDAN ND PUB SCH DIST GO
174017973				2.00, 08/01/2026
Pledged (PGRF)	As of 04/07/2016		260,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MV3	03/22/2016			MANDAN ND PUB SCH DIST GO
174017977				2.25, 08/01/2029
Pledged (PGRF)	As of 04/07/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GU7	04/28/2016			MARICOPA CNTY AZ SCH DIST GO
174018396				2.00, 07/01/2025
Pledged (PGRF)	As of 10/04/2016		125,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GW3	04/28/2016			MARICOPA CNTY AZ SCH DIST GO
174018398				3.50, 07/01/2027
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GX1	04/28/2016			MARICOPA CNTY AZ SCH DIST GO
174018399				3.00, 07/01/2028
Pledged (PGRF)	As of 10/04/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS
56781RJT5	02/28/2019			MARIN CA CMNTY COLLEGE DIST GO
174025823				3.94, 08/01/2034
Pledged (PGRF)	As of 12/10/2021		1,685,000.00	PLEDGE POOL-ALERUS FIN G FORKS
592240QT5	04/02/2020			MET PARK DIST OF TACOMA WA GO
174030564				3.00, 12/01/2024
Pledged (PGRF)	As of 05/01/2021		940,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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600038L24	04/20/2020			MILL VALLEY CA SCH DIST GO
174031098				1.557, 08/01/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
600038MB6	04/20/2020			MILL VALLEY CA SCH DIST GO
174031099				2.08, 08/01/2030
Pledged (PGRF)	As of 03/02/2021		510,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234U93	05/22/2020			NEWTOWN CONN GO
174031375				1.65, 08/15/2026
Pledged (PGRF)	As of 11/18/2020		2,365,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V27	05/22/2020			NEWTOWN CONN
174031376				1.75, 08/15/2027
Pledged (PGRF)	As of 12/10/2021		370,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V35	05/22/2020			NEWTOWN CONN
174031377				1.90, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V43	05/22/2020			NEWTOWN CONN GO
174031378				2.00, 08/15/2029
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V50	05/22/2020			NEWTOWN CONN
174031379				2.05, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AS5	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019346				2.00, 02/01/2024
Pledged (PGRF)	As of 10/04/2016		190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AT3	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019350				2.00, 02/01/2025
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AU0	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019348				1.55, 02/01/2026
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AV8	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019349				1.65, 02/01/2027
Pledged (PGRF)	As of 10/04/2016		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS
67114RAE2	09/24/2021			ONSLOW BAY FINANC 21-INV1 A5
174037143				2.50, 09/25/2051
Pledged (PGRF)	As of 11/30/2021		8,684,132.29	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	

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68608USG2	05/30/2017			OREGON ST TAXABLE GO
174021500				3.227, 08/01/2027
Pledged (PGRF)	As of 07/11/2017		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
689900P28	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO
174028645				2.00, 09/01/2028
Pledged (PGRF)	As of 12/21/2020		705,000.00	PLEDGE POOL-ALERUS FIN G FORKS
689900P36	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO
174028644				2.00, 09/01/2029
Pledged (PGRF)	As of 12/10/2021		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G26	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033585				.874, 12/01/2024
Pledged (PGRF)	As of 11/08/2021		460,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G34	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033584				.724, 12/01/2025
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EC3	07/24/2020			PASADENA TX INDP SCH GO
174032228				5.00, 02/15/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EJ8	07/24/2020			PASADENA TX INDP SCH GO
174032224				1.569, 02/15/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EK5	07/24/2020			PASADENA TX IND SCH GO
174032226				1.669, 02/15/2032
Pledged (PGRF)	As of 12/21/2020		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HG3	07/09/2020			PEQUOT LAKES MN ISD GO
174032139				.726, 02/01/2024
Pledged (PGRF)	As of 12/21/2020		925,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HJ7	07/09/2020			PEQUOT LAKES MN ISD GO
174032137				1.072, 02/01/2026
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HK4	07/09/2020			PEQUOT LAKES MN ISD GO
174032134				1.202, 02/01/2027
Pledged (PGRF)	As of 05/01/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HM0	07/09/2020			PEQUOT LAKES MN ISD GO
174032136				1.513, 02/01/2029
Pledged (PGRF)	As of 12/10/2021		430,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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713567HN8	07/09/2020			PEQUOT LAKES MN ISD GO
174032135				1.613, 02/01/2030
Pledged (PGRF)	As of 08/18/2021		305,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647LZ5	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008003				4.00, 02/01/2025
Pledged (PGRF)	As of 03/02/2021		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647MA9	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008004				4.00, 02/01/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
728350LV9	11/09/2016			PLEASANT HILL IA STREET IMP GO
175006914				2.00, 06/01/2023
Pledged (PGRF)	As of 06/16/2017		1,190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
763326CQ6	10/26/2016			RICHFIELD MN REF SER B GO
174019882				2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
797272RG8	09/25/2019			SAN DIEGO CA CMNTY CLG DIST GO
174028181				3.316, 08/01/2041
Pledged (PGRF)	As of 11/18/2020		2,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
812627EA1	05/24/2017			SEATTLE WA REF & IMP TAXABL GO
174021602				2.80, 11/01/2026
Pledged (PGRF)	As of 04/11/2018		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
81748WAF3	08/25/2021			SEQUOIA MTGE TRUST 2021-4 CMO
189001479				Variable, 06/25/2051
Pledged (PGRF)	As of 02/01/2022		4,325,777.31	PLEDGE POOL-ALERUS FIN G FORKS
			5,000,000.00	
81748YAD4	09/21/2021			SEQUOIA MORTGAGE TRUST 21-6 A4
174036997				2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		8,844,256.19	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
833715HF5	05/18/2020			SOCORRO TX IND SCH DIST GO
174031436				5.00, 08/15/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HH1	05/18/2020			SOCORRO TX IND SCH DIST GO
174031438				5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HJ7	05/18/2020			SOCORRO TX IND SCH DIST GO
174031440				5.00, 08/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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879743PA4	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032419				1.494, 07/01/2029
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PB2	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032420				1.594, 07/01/2030
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PC0	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032421				1.714, 07/01/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PD8	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032423				1.814, 07/01/2032
Pledged (PGRF)	As of 12/21/2020		755,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PG9	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031391				3.00, 02/01/2027
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PH7	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031393				2.08, 02/01/2028
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PJ3	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031392				2.13, 02/01/2029
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PK0	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031390				2.23, 02/01/2030
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561HZ6	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO
174032503				4.00, 09/15/2028
Pledged (PGRF)	As of 12/21/2020		775,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JA9	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO
174032506				4.00, 09/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JB7	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO
174032504				1.531, 09/15/2030
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JC5	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO
174032505				1.631, 09/15/2031
Pledged (PGRF)	As of 11/18/2020		1,080,000.00	PLEDGE POOL-ALERUS FIN G FORKS

You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!

BND
Bank of North Dakota

Pledged Custody Holdings for Currency USD

As of 12/31/2022
Page 11

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
91824NAD4 174037159 Pledged (PGRF)	08/26/2021 As of 12/20/2021		7,713,178.70 10,000,000.00	UNITED WHOLESALE MTG 2021-1 A4 Variable, 06/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
930047MU6 174016951 Pledged (PGRF)	01/06/2016 As of 03/02/2016		1,185,000.00	WACONIA MN IND SCH DIST GO 4.00, 02/01/2024 PLEDGE POOL-ALERUS FIN G FORKS
930047ND3 174019461 Pledged (PGRF)	09/13/2016 As of 11/10/2016		680,000.00	WACONIA MN IND SCH DIST GO 2.00, 02/01/2024 PLEDGE POOL-ALERUS FIN G FORKS
930047NE1 174019464 Pledged (PGRF)	09/13/2016 As of 11/10/2016		845,000.00	WACONIA MN IND SCH DIST GO 2.00, 02/01/2025 PLEDGE POOL-ALERUS FIN G FORKS
930047NF8 174019459 Pledged (PGRF)	09/13/2016 As of 11/10/2016		520,000.00	WACONIA MN IND SCH DIST GO 2.00, 02/01/2026 PLEDGE POOL-ALERUS FIN G FORKS
930047NG6 174019457 Pledged (PGRF)	09/13/2016 As of 11/10/2016		310,000.00	WACONIA MN IND SCH DIST GO 2.00, 02/01/2027 PLEDGE POOL-ALERUS FIN G FORKS
930047NH4 174019456 Pledged (PGRF)	09/13/2016 As of 11/10/2016		300,000.00	WACONIA MN IND SCH DIST GO 2.00, 02/01/2028 PLEDGE POOL-ALERUS FIN G FORKS
933570BB8 174017457 Pledged (PGRF)	02/22/2016 As of 03/02/2016		500,000.00	WALWORTH WI JT SCH DIST GO 3.00, 03/01/2026 PLEDGE POOL-ALERUS FIN G FORKS
938429V95 174031679 Pledged (PGRF)	06/18/2020 As of 11/18/2020		1,500,000.00	WASHINGTON CNTY OR SCH DIST GO 1.593, 06/15/2028 PLEDGE POOL-ALERUS FIN G FORKS
938429W45 174031680 Pledged (PGRF)	06/18/2020 As of 11/18/2020		3,000,000.00	WASHINGTON CNTY OR SCH DIST GO 1.843, 06/15/2031 PLEDGE POOL-ALERUS FIN G FORKS
938429W60 174031678 Pledged (PGRF)	06/18/2020 As of 11/18/2020		1,500,000.00	WASHINGTON CNTY OR SCH DIST GO 2.043, 06/15/2033 PLEDGE POOL-ALERUS FIN G FORKS
949798AB8 174036835 Pledged (PGRF)	09/15/2021 As of 11/08/2021		5,983,817.35 6,760,000.00	WELLS FARGO MRT BCK 2021-2 A2 2.00, 06/25/2051 PLEDGE POOL-ALERUS FIN G FORKS

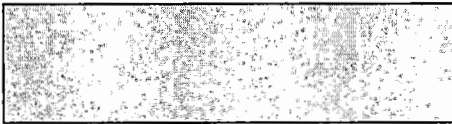
You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!

BND
Bank of North Dakota

Pledged Custody Holdings for Currency USD

As of 12/31/2022
Page 12

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
Pledged USD Par			161,653,182.58	
Pledged USD Orig Face			184,210,000.00	



You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!





MEMORANDUM

To: Pledge Pool Participants

From: Raela E Kalis
Senior Accounting Specialist
Choice Bank

Subject: Quarterly Pledge Information

Date: January 18, 2023

Enclosed is a copy of the Notification to Participants of the Choice Financial Pledge Pool. This Statement confirms the adequacy of Choice Financial pledges for public funds on deposit in the bank as of September 30, 2022. Please retain this information for use during financial audits of your organization.

Questions regarding pledge coverage should be directed to me at 701-549-3761. I will be happy to help you in any way I can.

Thank you.

Raela E. Kalis
Senior Accounting Specialist

**NOTIFICATION TO PARTICIPANTS
OF
CHOICE FINANCIAL, GRAFTON, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Choice Financial-Grafton provided a security pledge schedule to Bank of North Dakota, as custodian, on 12/31/2022. This schedule reported uninsured public deposits of \$80,768,266.00 requiring a 110% pledge requirement for a total of \$95,734,295.80. Bank of North Dakota verifies the current par value of securities pledged to Choice Financial-Grafton/Pledge Pool ID PGRA, as of 12/31/2022 is \$124,000,000.00.

Dated 1/12/2023
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAFTON-CHOICE FINANCIAL GROUP
RAELA KALIS
PO BOX 468
WALHALLA, ND 58282-0468

Internal USE ONLY
Client Code: PGRA
Client Name: PLEDGE POOL- CHOICE FN GRAFTON
Retention Date:
As of 12/31/2022
Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
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You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



LOC 7643 \$124,000,000 EXP 4/14/2023

No pledged holdings in custody as of statement date

**IRREVOCABLE STANDBY LETTER OF CREDIT**

BANK OF NORTH DAKOTA
INVESTMENTS
SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7639	Issue Date 12/9/2022	Expiration Date 12/8/2023
Name and Address of Entity and Contact City of West Fargo Attn: Judy Afdahl 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

Irrevocable Standby Letter of Credit Number 7639

This Letter of Credit, except as otherwise expressly stated herein, is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs"). This Letter of Credit shall be governed by North Dakota law, including, but not limited to Article Five of the North Dakota Uniform Commercial Code, NDCC chapter 41-05. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509, Attention: Investment Department, specifically referring thereon to the above-listed Line of Credit Number.

This letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein except only the certificate referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for such certificate.

Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

Name	<i>Jennifer Huntley</i>
Title	Accounting

Name	<i>Devon Smith</i>
Title	Treasury

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7639	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.

- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:

- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

(5) Amount of Request to Draw on this Certificate	Not to Exceed this Amount (includes amounts of all previous drafts)
---	--

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day
of _____, 20____.

Name	Title
------	-------



IRREVOCABLE STANDBY LETTER OF CREDIT
BANK OF NORTH DAKOTA
INVESTMENTS
SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7620	Issue Date 10/20/2022	Expiration Date 10/20/2023
Name and Address of Entity and Contact City of West Fargo Attn: Judy Afdahl 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer
Bell Bank

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

This Letter of Credit, except as otherwise expressly stated herein, is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs"). This Letter of Credit shall be governed by North Dakota law, including, but not limited to Article Five of the North Dakota Uniform Commercial Code, NDCC chapter 41-05. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509, Attention: Investment Department, specifically referring thereon to the above-listed Line of Credit Number.

This letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein except only the certificate referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for such certificate.

Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

Name	<i>Jennifer Huntley</i>
Title	Accounting

Name	<i>Devon Smith</i>
Title	Treasury

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7620	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.

- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:

- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)

Amount of Request to Draw on this Certificate	Not to Exceed this Amount (includes amounts of all previous drafts)
---	--

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day
of _____, 20____.

Name	Title
------	-------



"Consent" or "Regular" Agenda
Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: February 6, 2023

Subject: MSA with Moore Engineering

Action: Approve MSA Extension with Moore Engineering

New Information and Recommendation:

The City of West Fargo and Moore Engineering have had a Master Service Agreement (MSA) in place that lasted 5 years that expired at the end of 2022. Currently staff is working with Moore Engineering to get a new MSA in place and we anticipate that to be put brought forward to the Commission this year. In the meantime, this proposed extension of the recently expired MSA allows the City to continue business as usual with Moore as we are working with them on numerous projects within the City.

The following documents are attached for review/consideration:

- Letter from Moore that requests an extension of the previous MSA
- 2023 Billing Schedule

Staff Recommendation:

Approval of an extension of the previously expired MSA through 2023 or until a new MSA is presented and approved. This allows the City and Moore to continue working on projects without a lapse in our contractual relationship.

Previously Presented Information and Commission Actions:

None



925 10th Avenue East
Suite 1
West Fargo, ND 58078
P: 701.282.4692
F: 701.282.4530



January 16, 2023

Mr. Dan Hanson
City Engineer
City of West Fargo
800 Fourth Avenue East, Suite 1
West Fargo, ND 58078

RE: MSA – 2023 Billing Rates
Moore Project No: 22990

Dear Mr. Hanson,

The current Master Service Agreement for Professional Services (MSA) between the City of West Fargo and Moore Engineering, Inc. dated May 1, 2018 includes billing rates from 2018-2022 and expired December 31, 2022. As requested, we're actively working on compiling and addressing comments and incorporating them into the draft of the proposed amended MSA. Since that process is ongoing, and we have active projects extending into 2023, there is a need for extending the current MSA and establishing new billing rates.

Enclosed is a draft of proposed billing rates for 2023 as follows:

1. Task Order No. 2 (Services when Moore acts as the City Engineer on behalf of the Owner)
 - a. Discounted rates with a maximum cost per hour of \$165.
2. Other Task Orders (Rates for additional services within typical projects)
 - a. Moore's preferred 2023 billing rates

The importance of finalizing and executing the amended MSA is understood. However, assuming the MSA approval process will take additional time and would likely hold up the schedule of some projects, approval of extending the MSA to December 31, 2023 along with the 2023 billing rates ahead of this process would greatly help keep the projects moving in a timely manner.

If you would like to discuss further beyond the conversations we have had, please let me know.

Sincerely,

Matthew W. Welle, PE
Senior Project Manager

CC: Lee Beauvais, PE; COO

Enclosure(s): Draft Exhibit A - 2023 Billing Schedule

DRAFT
01-16-2023

Exhibit A
MOORE ENGINEERING, INC.
2023 BILLING SCHEDULE
Effective January 1, 2023

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2023.

<u>Description</u>		Billing Rate Per Hour Task Order 1 City Engineer	Billing Rate Per Hour Task Order 2 Engineering Support	Billing Rate Per Hour Other Task Orders
1	Principal	N/A - flat fee	\$165.00	\$205.00
2	Senior Project Manager	N/A - flat fee	\$165.00	\$205.00
3	Senior Professional Engineer	N/A - flat fee	\$165.00	\$200.00
4	Senior Technical Advisor	N/A - flat fee	\$165.00	\$200.00
5	Grants and Funding Specialist	N/A - flat fee	\$165.00	\$195.00
6	Project Manager	N/A - flat fee	\$165.00	\$195.00
7	Professional Engineer II	N/A - flat fee	\$165.00	\$185.00
8	Professional Engineer I	N/A - flat fee	\$165.00	\$175.00
9	Project Coordinator	N/A - flat fee	\$165.00	\$180.00
10	Funding Specialist	N/A - flat fee	\$165.00	\$170.00
11	Project Engineer	N/A - flat fee	\$165.00	\$165.00
12	CADD Standards Coordinator	N/A - flat fee	\$165.00	\$165.00
13	Senior Construction Engineer/Specialist	N/A - flat fee	\$165.00	\$170.00
14	Construction Engineer/Specialist II	N/A - flat fee	\$155.00	\$155.00
15	Construction Engineer/Specialist I	N/A - flat fee	\$145.00	\$145.00
16	Graduate Engineer	N/A - flat fee	\$145.00	\$145.00
17	Senior Engineering Designer	N/A - flat fee	\$165.00	\$165.00
18	Engineering Designer II	N/A - flat fee	\$145.00	\$145.00
19	Engineering Designer I	N/A - flat fee	\$140.00	\$140.00
20	Environmental Scientist II	N/A - flat fee	\$165.00	\$170.00
21	Environmental Scientist I	N/A - flat fee	\$120.00	\$120.00
22	Environmental Technician II	N/A - flat fee	\$105.00	\$105.00
23	Environmental Technician I	N/A - flat fee	\$90.00	\$90.00
24	Environmental Intern	N/A - flat fee	\$70.00	\$70.00
25	Expert Witness	N/A - flat fee	\$345.00	\$345.00
26	Project Manager Assistant	N/A - flat fee	\$140.00	\$140.00
27	Branch Office Administrator	N/A - flat fee	\$105.00	\$105.00
28	Engineering Technician III	N/A - flat fee	\$130.00	\$130.00
29	Engineering Technician II	N/A - flat fee	\$105.00	\$105.00
30	Engineering Technician I	N/A - flat fee	\$85.00	\$85.00
31	CADD Technician III	N/A - flat fee	\$135.00	\$135.00
32	CADD Technician II	N/A - flat fee	\$130.00	\$130.00
33	CADD Technician I	N/A - flat fee	\$125.00	\$125.00
34	Communications Manager	N/A - flat fee	\$180.00	\$180.00
35	Marketing Communications Manager	N/A - flat fee	\$165.00	\$165.00
36	Communications Specialist	N/A - flat fee	\$145.00	\$145.00
37	Videography and Media Specialist	N/A - flat fee	\$150.00	\$150.00
38	Media Specialist	N/A - flat fee	\$150.00	\$150.00
39	Marketing Manager	N/A - flat fee	\$165.00	\$170.00
40	Lead Proposal Specialist	N/A - flat fee	\$135.00	\$135.00
41	Marketing Specialist II	N/A - flat fee	\$145.00	\$145.00
42	Marketing Specialist I	N/A - flat fee	\$95.00	\$95.00
43	Marketing Coordinator	N/A - flat fee	\$90.00	\$90.00
44	Marketing Assistant	N/A - flat fee	\$75.00	\$75.00
45	GIS Manager	N/A - flat fee	\$165.00	\$180.00
46	GIS Developer	N/A - flat fee	\$165.00	\$165.00
47	GIS Programmer III	N/A - flat fee	\$150.00	\$150.00
48	GIS Programmer II	N/A - flat fee	\$140.00	\$140.00
49	GIS Programmer I	N/A - flat fee	\$135.00	\$135.00
50	GIS Specialist III	N/A - flat fee	\$150.00	\$150.00
51	GIS Specialist II	N/A - flat fee	\$140.00	\$140.00
52	GIS Specialist I	N/A - flat fee	\$130.00	\$130.00
53	GIS Technician III	N/A - flat fee	\$135.00	\$135.00
54	GIS Technician II	N/A - flat fee	\$130.00	\$130.00
55	GIS Technician I	N/A - flat fee	\$125.00	\$125.00
56	Senior Land Surveyor	N/A - flat fee	\$165.00	\$185.00
57	Land Surveyor	N/A - flat fee	\$165.00	\$170.00
58	Survey Data Analyst	N/A - flat fee	\$145.00	\$145.00
59	Survey Manager	N/A - flat fee	\$150.00	\$150.00
60	Survey Crew Chief II	N/A - flat fee	\$145.00	\$145.00
61	Survey Crew Chief I	N/A - flat fee	\$120.00	\$120.00
62	Survey Technician III	N/A - flat fee	\$105.00	\$105.00
63	Survey Technician II	N/A - flat fee	\$90.00	\$90.00
64	Survey Technician I	N/A - flat fee	\$85.00	\$85.00
65	Administrative Assistant	N/A - flat fee	\$90.00	\$90.00

Travel Expenses	Project Mileage	Per current IRS rate	per mile
	Lodging	N/A	
	Meals	N/A	
	Per Diem	N/A	per day
Survey Supplies	Iron Pins	\$1.25	each
	Fence Posts	\$5.00	each
	Motorized Offroad Vehicles	\$75.00	per day
	Project Expenses	At Cost	
Miscellaneous	Sub Consultants	At Cost	



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: February 6, 2023

Subject: Project 2272 – Concrete Pavement Repair

Action: Approve Plans and Specifications and Authorize Advertisement for Bid

New Information and Recommendation:

This project was created at the January 16, 2023 meeting and aims to improve pavement conditions and preserve the integrity of collector and arterial roadways.

Engineering staff has prepared the plans and specifications and will advertise for bid with a bid date of March 2, 2023. Advertisement will be through West Fargo bidding process.

The following documents are attached for review/consideration:

- Cover sheet, which represent the Plans and Specifications.
(Note: A full plan set is available at the Engineering Department)
- Revised cost estimate prepared by staff
- Draft Bid Advertisement – will be published for three weeks.
- Resolution Approving Plans and Specifications.
- Resolution Directing Bid Advertisement.

Staff Recommendation: APPROVE Plans and Specifications and Authorize Bid Advertisement for Project No. 2272 – "Concrete Pavement Repair"

Policy Analysis:

Concrete repair projects of a similar scope were completed in 2020, 2021, and 2022. As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets.

Financial Analysis:

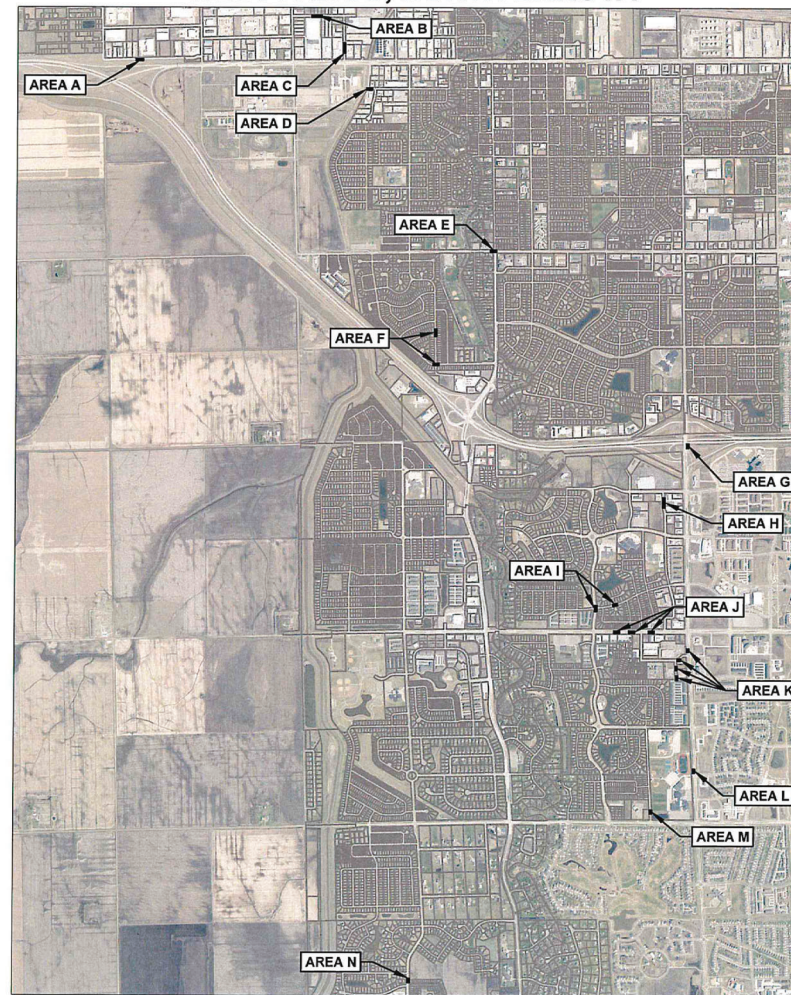
The Engineer's Report shows a total estimated cost of \$750,000 The 2022 CIP had an estimated total cost of \$500,000 for both construction and the equipment/material purchase. Proposed funding is capital improvement sales tax.

Previously Presented Information and Commission Actions:

January 16, 2023-

- **Staff Recommendation:** Create Project No. 2272, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner George was absent and not voting, motion carried.

PROJECT NO. 2272 **2023 CONCRETE PAVEMENT REPAIRS** **CONCRETE PATCHING** **VARIOUS LOCATIONS** **WEST FARGO, NORTH DAKOTA**



LOCATION MAP
NTS



Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

Cost Estimate

Project No 2272 – Concrete Pavement Repair

Spec	Code	Description	Units	Qty	Cost/Unit	Cost
202	114	REMOVAL OF CONCRETE PAVEMENT	SY	3032	\$20.00	\$60,635.42
202	130	REMOVAL OF CURB & GUTTER	LF	761	\$15.00	\$11,415.00
203	138	COMMON EXCAVATION - SUBCUT	CY	774	\$15.00	\$11,610.00
302	321	AGGREGATE SURFACE COURSE CL 5	CY	646	\$55.00	\$35,530.00
570		6IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-DOWELED	SY	51	\$115.00	\$5,918.16
570		8IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-DOWELED	SY	902	\$125.00	\$112,696.94
570		10IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-DOWELED	SY	1185	\$150.00	\$177,803.00
702		MOBILIZATION	SITE	13	\$5,000.00	\$65,000.00
704	1000	TRAFFIC CONTROL	UNIT	5000	\$1.50	\$7,500.00
704	1052	TYPE III BARRICADES	EA	50	\$75.00	\$3,750.00
704	1054	SIDEWALK BARRICADE	EA	10	\$75.00	\$750.00
704	1060	DELINEATOR DRUMS	EA	300	\$30.00	\$9,000.00
704	1067	TUBULAR MARKERS	EA	300	\$10.00	\$3,000.00
704	1087	SEQUENCING ARROW PANEL-TYPE A	EA	2	\$500.00	\$1,000.00
709	401	GEOTEXTILE FABRIC-TYPE S1	SY	3032	\$3.75	\$11,369.14
722		FURNISH AND INSTALL MANHOLE - STORM	EA	7	\$3,500.00	\$24,500.00
722		FURNISH AND INSTALL MANHOLE - SANITARY	EA	8	\$3,500.00	\$28,000.00
722		FURNISH AND INSTALL INLET	EA	4	\$3,000.00	\$12,000.00
722		SALVAGE AND REUSE MANHOLE	EA	7	\$2,500.00	\$17,500.00
722		SALVAGE AND REUSE INLET	EA	3	\$2,000.00	\$6,000.00
748	140	CURB & GUTTER	LF	761	\$80.00	\$60,880.00
750		SIDEWALK CONCRETE	SY	43	\$75.00	\$3,245.00
750		DETECTABLE WARNING PANELS	SF	24	\$50.00	\$1,200.00
750		8IN CONCRETE PAVEMENT - COLORED	SY	86	\$140.00	\$12,040.00
		SUM				\$682,342.66
		10% Contingency				\$68,234.27
						\$750,576.93

CITY OF WEST FARGO, NORTH DAKOTA
STREET PROJECT NO. 2272
CONCRETE PAVEMENT REPAIR ADVERTISEMENT FOR BIDS

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

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until March 2, 2023 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of full depth patch repairs of existing concrete pavement citywide.

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

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 8367211 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

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

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12. The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05

Owner: City of West Fargo
By: Tina Fisk
Title: City Administrator
Date: February 6, 2023

Publish Dates: February 8, 2023 February 15, 2023 and February 22, 2023

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
IMPROVEMENTS IN PROJECT NO. CONCRETE PAVEMENT REPAIR OF THE
CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Project No. 2272 - Concrete Pavement Repair of the City of West Fargo heretofore prepared by Daniel Hanson, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in her office open to public inspection.

Dated: February 6, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.
The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved for its adoption:

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Project No. 2272 – Concrete Pavement Repair of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Project No. 2272 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

WHEREAS, said plans, specifications and estimates of cost have been prepared and have been approved by the Board of City Commissioners of the City of West Fargo; and

WHEREAS, it is necessary to advertise for bids for the work in said project.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Project No. 2272 – Concrete Pavement Repair to be published once each week for three consecutive weeks in *The Forum*, and that the City Auditor and Engineer will meet at the City Hall in the City of West Fargo, at a time and date to be determined by the City Auditor, for the purpose of opening sealed bids received prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. Such advertisements shall be published in form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: February 6, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: February 6, 2023

Subject: Midwest Fidelity Partners LLC Encroachment Agreement

Action: Approve Encroachment Agreement

New Information and Recommendation:

Over the past year, the property at the northwest corner of Sheyenne Street and Christianson Drive has been developed into a SilverStar Carwash. During the commercial site design process, the building was to be placed a specific distance away from a City water main running through an easement within the property. Post construction and during the final survey of the developed property, it was discovered that the location of the City water main easement was originally shown in error, and the as-built location of the building actually extends several feet into the actual easement location. Throughout this discovery, it should be noted that the designed distance from the building to the City water main remains unchanged.

City engineering staff has been working with the City Attorney and the engineer of record on the project to create an encroachment agreement that preserves the City's right to operate and maintain the water main within the easement, while allowing the current building location to remain. The ownership group are hopeful this issue can be settled to finalize underwriting. Engineering staff feel that this is the best approach for all parties involved.

The following documents are attached for information purposes:

- Encroachment Agreement and Exhibit.

Staff Recommendation: Approve Encroachment Agreement.

Previously Presented Information and Commission Actions:

None

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (the “Agreement”) is made this 21st day of December, 2022 (the “Effective Date”), by and between Midwest Fidelity Partners, LLC, a South Dakota limited liability company, whose address is 1610 South Minnesota Avenue, Sioux Falls, South Dakota 57105 (the “Owner”), and the City of West Fargo, North Dakota, a North Dakota political subdivision (the “City”), whose address is 800 Fourth Avenue East, Suite 1, West Fargo, North Dakota 58078.

RECITALS

- A. The Owner is the legal and equitable owner of Lot 2, Block 1 in Christianson Fourth Addition to the City of West Fargo, North Dakota, with a street address of 2120 Sheyenne Street, West Fargo (the “Property”).
- B. The City is the legal and equitable owner of a permanent water line easement located adjacent to the Property, recorded with the Cass County Recorder as Document No. 1030140 (the “City Easement”).
- C. The Owner has developed the Property and constructed a structure (the “Carwash”) on the Property. A portion of the Carwash is located above a portion of the City Easement (the “Encroachment”).
- D. The City is willing to allow the Encroachment to remain in place pursuant to the terms and conditions of this Agreement.
- E. The City Commission has approved the Encroachment.

In consideration of the Recitals and the following mutual agreements, the parties agree as follows:

1. Encroachment Allowed. The City agrees to allow the portion of the structure as presently constructed and shown on the Encroachment Exhibit, attached hereto as **Exhibit “A,”** to encroach upon the following-described portion of the City right-of-way without the right to expand such structure:

That part of Lot 2, Block 1, Christianson Fourth Addition, City of West Fargo, Cass County, North Dakota, described as follows:

The East 5.00 feet of a 15.00 foot wide strip lying easterly of and being coincident with the following described line:

Commencing at the Northeast Corner of Section 19, Township 139 North, Range 49 West of the Fifth Principal Meridian; thence South 87°42'34" West, along the northerly line of said Section 19, for a distance of 1259.00 feet; thence South 20°55'29" East a distance of 159.18 feet; thence South 02°09'30" East a distance of 292.30 feet to the true point of beginning of the line to be described; thence continue South 02°09'30" East a distance of 28.00 feet, said line there terminating.

Said tract contains 140 square feet, more or less.

(the "Encroachment Area.")

2. Use of the Encroachment Area. The Owner is hereby granted permission to use the Encroachment Area under the following conditions:
 - a. In the event the City requires access to the City Easement for utility repairs or maintenance, it will have the right to disturb the Encroachment if necessary. The City will attempt to avoid any disturbance to the Carwash and the Property, but will not be responsible for any damage thereto which may result from the City's use of the City Easement. The City will attempt to provide reasonable notice to the Owner prior to any utility work in the Encroachment Area unless the work required is an emergency. In the event of emergency access for repairs, the City will provide notice to the Owner as soon as it is reasonably able to provide it following the emergency access.
3. Use of City Easement. The Owner is granted non-exclusive use of the City Easement for the Encroachment.
4. Maintenance. The Owner is solely responsible for any and all maintenance and maintenance costs (i) otherwise attributable to the Owner pursuant to the City Easement; or (ii) which arise specifically as a result of the Encroachment.
5. Term. So long as the Carwash exists, the City will allow the Carwash to encroach upon the City Easement Area. However, the Owner's rights to maintain the Encroachment are subject to the terms of this Agreement. Further, upon the removal or destruction of the Carwash, the Owner's rights under this Agreement will terminate.
6. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

OWNER: Owner of Record
2120 Sheyenne Street
West Fargo, ND 58078

CITY: City of West Fargo
Attn: City Auditor
800 4 Ave. E, Suite 1

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. Any party may change its address for service of notice in the manner specified in this Agreement.

7. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term will 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 any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
8. Waiver. The Owner agrees to waive all claims against the City for any injuries, damages, losses or claims, whether known and unknown, which arise during or in any way result from the Owner's use of the City Easement and the Encroachment Area, regardless of whether or not caused in whole or part by the negligence or other fault of the City. The Owner releases and forever discharges the City from all such claims. The Owner specifically agrees and acknowledges that this provision will survive termination of this Agreement.
9. Forbearance. The failure or delay of the City or the Owner to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
10. Indemnification. In addition to holding the City harmless from any and all claims arising out of or in any way related to the use of the City Easement and/or the Encroachment Area, the Owner agrees to indemnify and defend the City from any and all actions brought against the City relating to or arising out of the Owner's, its agents, assignees or designees' use of or maintenance of the City Easement and/or Encroachment Area. Said indemnification shall include, *inter alia*, attorney fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of its gross negligence or intentional acts, or those of its employees, agents or designees. The Owner specifically agrees and acknowledges that this indemnification provision will survive the termination of this Agreement.
11. Execution in Counterparts. This Agreement may be executed in counterparts with both the City and the Owner having a fully-executed counterpart.
12. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
13. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason

whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

14. North Dakota Law Applies. This Agreement will 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 Agreement must be brought in an appropriate venue in the State of North Dakota.
15. Recording. This Agreement may be recorded with the Cass County Recorder's office. The City will pay for any cost associated with recording this Agreement.

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



OWNER:

MIDWEST FIDELITY PARTNERS, LLC

By: _____

Its: Real Estate Manager

STATE OF South Dakota)
COUNTY OF Minnehaha) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 2023, by Graham Nestra, the Real Estate Manager of Midwest Fidelity Partners, LLC.

Tracie Wermers
Notary Public

(SEAL)

CITY:

CITY OF WEST FARGO, NORTH
DAKOTA

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

By: _____
Tina Fisk
City Auditor

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

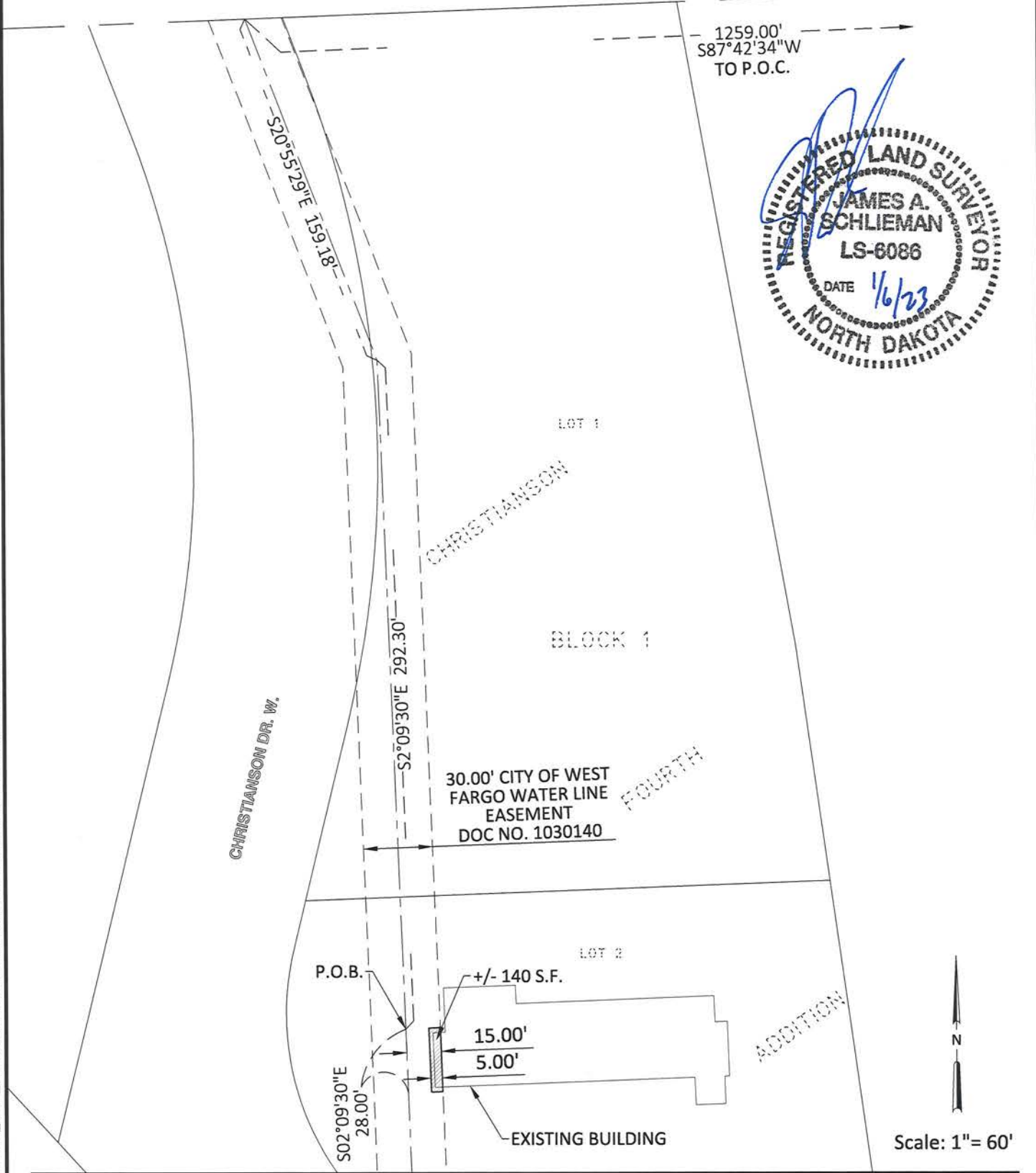
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
Bernie L. Dardis and Tina Fisk, the President of the Board of City Commissioners and City Auditor,
respectively, of the City of West Fargo, on behalf of the City of West Fargo.

Notary Public

(SEAL)

H:\JBN\10900\10904\10904_0031 ND3 Sheyenne St\CAD\10904_0031_Encroachment_ Exhibit.dwg-Sheet 1-1/6/2023 1:40 PM-(pjohanneck)

PART OF LOT 2, BLOCK 1
CHRISTIANSON FOURTH ADDITION
CITY OF WEST FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.

IRON MONUMENT FOUND	•
MEASURED BEARING	$S59^{\circ}27'46''E$
MEASURED DISTANCE	105.00'
PLAT BEARING	$(N57^{\circ}00'00''W)$
PLAT DISTANCE	(105.00')
ENCROACHMENT AREA	



ENCROACMENT EXHIBIT

PROJECT NO. 10904-0031	CHRISTIANSON FOURTH ADDITION CITY OF WEST FARGO, CASS CO., ND	SHEET 1 OF 2
---------------------------	--	-----------------

PART OF LOT 2, BLOCK 1
CHRISTIANSON FOURTH ADDITION
CITY OF WEST FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description (Encroachment Tract):
That part of Lot 2, Block 1, Christianson Fourth Addition, City of West Fargo,
Cass County, North Dakota, described as follows:

The East 5.00 feet of a 15.00 foot wide strip lying easterly of and being
coincident with the following described line:

Commencing at the Northeast Corner of Section 19, Township 139
North, Range 49 West of the Fifth Principal Meridian; thence South
87°42'34" West, along the northerly line of said Section 19, for a
distance of 1259.00 feet; thence South 20°55'29" East a distance of
159.18 feet; thence South 02°09'30" East a distance of 292.30 feet to
the true point of beginning of the line to be described; thence
continue South 02°09'30" East a distance of 28.00 feet, said line
there terminating.

Said tract contains 140 square feet, more or less.



ENCROACHMENT EXHIBIT

PROJECT NO. 10904-0031	CHRISTIANSON FOURTH ADDITION CITY OF WEST FARGO, CASS CO., ND	SHEET 2 OF 2
---------------------------	--	-----------------

H:\JBN\10900\10904\10904_0031 ND3 Sheyenne St\CAD\10904_0031_Encroachment_Exhibit.dwg-Sheet 2-1/6/2023 1:40 PM-(pjohannek)



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

Applying for (check one)	
☒ Local Permit	☐ Restricted Event Permit*
Games to be Conducted ☐ Raffle by a Political or Legislative District Party	
☐ Bingo	☒ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to <i>West Fargo Exchange Club</i>	Dates of Activity <i>4-14-23</i>	If raffle, provide drawing date <i>4-14-23</i>	
Organization or Group Contact Person <i>Shane Lebuhn</i>	Title or Position <i>CO - chairman</i>	Telephone Number <i>701-282-9402</i>	
Business Address <i>PO Box 522</i>	City <i>West Fargo</i>	State <i>ND</i>	ZIP Code <i>58078</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Veterans Memorial Union</i>			
Site Address <i>1201 7th Ave E</i>	City <i>West Fargo</i>	ZIP Code <i>58078</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle drawings</i>	<i>Assorted</i>	<i>39,000</i>
Add Row	Delete Row	
Total (limit \$40,000 per year)		<i>30,000</i>

Intended Uses of Gaming Proceeds - <i>Community Service Donations</i>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
☐ Yes	☒ No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
☐ Yes	☒ No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)	
☒ No	☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)	
☐ Yes	☒ No

Organization or Group Contact Person

Name <i>Shane Lebuhn</i>	Title <i>CO - chairman</i>	Telephone Number <i>701-282-9402</i>	E-mail Address <i>Shane.Lebuhn@Furnr.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>CO - chairman</i>	Date <i>1-27-2023</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to <u>Packer Backers (West Fargo High School Post Prom/Grad)</u>		Dates of Activity <u>2/24/23 + 3/24/23</u>		If raffle, provide drawing date	
Organization or Group Contact Person <u>Angie Scoville</u>		Title or Position <u>Co-Chair</u>		Telephone Number	
Business Address <u>801 9th St E. (PO Box 863)</u>		City <u>West Fargo</u>		State <u>ND</u>	ZIP Code <u>58078</u>
Mailing Address (if different) <u>1838 16th St</u>		City <u>West Fargo</u>		State <u>ND</u>	ZIP Code <u>58078</u>
Site Name (where gaming will be conducted) <u>Silver Dollar</u>					
Site Address <u>221 Shesenne St</u>		City <u>West Fargo</u>		ZIP Code <u>58078</u>	County <u>Cass</u>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Meat Raffle	Various cuts of Meat	\$500/event
Add Row	Delete Row	
Total (limit \$40,000 per year)		\$1,000

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

\$1,000 #2609

Organization or Group Contact Person

Name <u>Angie Scoville</u>	Title <u>Co-chair</u>	Telephone Number <u>701-866-9258</u>	E-mail Address <u>angie.scoville@westernbanks.com</u>
Signature of Organization or Group's Top Official <u>Angie Scoville</u>		Title <u>Co-chair WFTS Post Prom/Grad</u>	Date



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 **WF Events Inc.**

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 DoubleTree by Hilton			
Street 815 Beaton Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 2/17/23	Ending Date(s) Authorized 2/19/23	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Poker tournament			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known 2/17/23-2/19/23			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☐ Raffles	☐ Seal Board	☒ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheels with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☐ 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



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) EAS Hospitality		Site Name DoubleTree by Hilton		Site Phone Number 701.551.0120	
Site Address 815 Beaton Dr.		City West Fargo	State ND	Zip Code 58078	County CASS
Organization (Lessee) West Fargo Events		Rental Period 2/17/23 to 2/19/23		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes ☒ No ☐ Yes \$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				☒ No ☐ Yes \$ \$	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				☒ No ☐ Yes \$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☐ Jar Bar ☐ Standard Dispensing Device ☐ Electronic Dispensing Device Number of Electronic Devices <u>0</u>				☒ No ☐ Yes \$ \$	
Total Monthly Rent				\$ <u>0</u>	
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐					
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.					
Signature of Lessor 		Title GM		Date 10/20	
Signature of Lessee 		Title Exec. Dir.		Date 1/20/23	

(over)



To: West Fargo City Commission
From: Denis Otterness, Chief of Police
Date: February 6, 2023
Subject: Request to Reinstate Forfeited Personal Leave
Action: Approval of Reinstatement of Forfeited Personal Leave

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant
City Administrator

Summary and Recommendation:

I am requesting City Commission approval to reinstate personal leave that was slated to be forfeited on January 1, 2023. This request impacts two police officers that were unable to use their personal leave due to departmental commitments. Specifically, both officers have been actively involved in training new police department recruits in their role as field training officers during a majority of 2022.

The specific hours I am requesting to be reinstated are as follows:

Sergeant Grant Richardson – 54 hours

Officer Matthew Oldham – 17.5 hours

Process/Timeline:

I am requesting the Commission approve the reinstatement of the above listed personal leave for two police department employees.

Process	Action
First Reading	
Second Reading	
Approval	

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: January 27, 2023
3. AGENDA TITLE:
Request for Right-of-way Access, Brooks Harbor 1st Addition.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
The applicant, Mike Graham, has requested driveway access onto two access-
controlled streets: 26th Ave W (collector street) and Sheyenne St (arterial street).
Section 2-0119 of the City Ordinances requires City Commission approval upon
recommendation of the Planning & Zoning Commission for access to arterial and
collector roadways. At their January 10, 2023 meeting, the Planning & Zoning
Commission recommended conditional approval of the access onto 26th Ave W
and recommended denial of the access from Sheyenne St. The applicant is
comfortable with the recommendation and conditions of approval as detailed within
the attached staff report.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Located at 26th Ave W & Sheyenne St (Lot 1, Block 2, Brooks Harbor 1st Addition)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve access onto 26th Avenue W with conditions noted in staff report.

STAFF REPORT

ACCESS REQUEST

Brooks Harbor 1 st Addition	
26 th Ave W & Sheyenne St (Lot 1, Block 2, Brooks Harbor 1 st Addition)	
Applicant/Owner: Mike Graham/MM Land Holdings, LLC	Staff Contact: Aaron Nelson
Planning & Zoning Commission:	01-10-2023
City Commission:	02-06-2023

PURPOSE:

Request access onto an Arterial & Collector Street.

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	C0: Corridor Overlay
Total area size:	6.1 Acres
Adjacent Zoning Districts:	North – C: Light Commercial South – R2: Limited Multiple Dwelling Residential; C: Light Commercial; R-1SM: Mixed One & Two Dwelling Residential East – A: Agricultural West – R2: Limited Multiple Dwelling Residential
Adjacent street(s):	26 th Avenue W (Collector); Sheyenne St (Arterial); 24 th Avenue W (Local); 5 th Street W (Local)
Adjacent Bike/Pedestrian Facilities:	Shared Use Paths – 26 th Ave W & Sheyenne St Sidewalks – 24 th Ave W & 5 th St W
Available Parks/Trail Facilities:	Not applicable
Park Dedication Requirements:	Not applicable

DISCUSSION AND OBSERVATIONS:

- Access control for the subject property has been in place along Sheyenne St and 26th Ave W since the property was originally platted in 2013.
- Section 2-0119 of the City Ordinances requires City Commission approval upon recommendation of the Planning & Zoning Commission for access to arterial and collector roadways.
- The applicant is requesting street access at two locations:
 - A right-in driveway from Sheyenne St, an arterial street.
 - A full access driveway connection to 26th Ave W, a collector street.
- The applicant is making this request in order to provide more-direct access to and from the subject property from Sheyenne St and 26th Ave W.
- Staff has several concerns regarding the proposed access points regarding safety and traffic congestion; some of which can be mitigated through modifications to existing street infrastructure.
- The proposal was evaluated by a third-party traffic engineering firm, Bolton & Menk, whose comments and recommendations helped to inform staff's review and recommendations.

STAFF REPORT

- The proposed right-in access from Sheyenne St would allow for southbound traffic to turn right into the subject property. This right-in access presents several concerns:
 - It creates a high-speed conflict with the existing shared-use path along the west side of Sheyenne St.
 - It would be difficult to prevent illegal right-out turns.
 - It introduces the potential for additional unexpected breaking/deceleration within the southbound travel lane, which is posted at 35 miles per hour.
- Currently, during morning rush-hour, vehicles traveling eastbound on 26th Avenue stack back from the signalized intersection at Sheyenne St for hundreds of yards. During peak AM travel times, this queue of vehicles can stretch back from the Sheyenne St intersection to west of 5th St W on 26th Ave W. This is due to 26th Ave W being the only signalized access point onto Sheyenne Street for a majority of the residential neighborhoods located south of I-94, north of 32nd Avenue, and west of Sheyenne St.
- The proposed full access driveway on 26th Avenue would allow for movement in and out of the subject property in all directions of travel. Due to the relatively high traffic volumes on this section of 26th Ave W (especially during morning rush-hour, as noted above), this access point presents several concerns:
 - During heavy traffic volumes when vehicles are queued along 26th Ave, it will be difficult for traffic pulling out of the subject property onto eastbound 26th Ave as there would be limited openings in traffic queue to do so.
 - Traffic congestion at this location would be exacerbated by the introduction of a full access driveway at this location. For example, vehicles traveling eastbound on 26th Ave waiting to turn north into the subject property would obstruct the flow of eastbound traffic since there is no dedicated left turn lane at this location.
 - The addition of a full access driveway in such proximity to the Sheyenne St intersection can increase the potential for crashes due to the additional turning movements that are introduced. The City recently had to install a raised median at a similarly situated driveway intersection on 23rd Ave E, just to the west of the intersection of Veterans Blvd, due to high crash rates caused by the full access.
- In order to mitigate some of the issues summarized above, and to generally improve the flow of traffic during peak periods, modifications could be made to 26th Avenue and the Sheyenne St intersection. Such modifications could include the addition of turn lanes, signage, extended medians or the combination thereof.
- Given the concerns summarized above:
 - staff would be supportive of an access onto 26th Avenue only under certain conditions, such as a semi-controlled access (e.g., right-in/right-out driveway design) or modifications to the existing right-of-way (e.g., a combination of increased vehicle stacking capacity, added turn lanes, the use of a raised median for access control, and/or similar changes to 26th Avenue and the intersection at Sheyenne St.). The applicant has been in conversations with staff regarding potential modifications to the right-of-way and has petitioned the City to initiate the process for further review of such options.
 - Staff is not supportive of the proposed right-in access from Sheyenne Street. Convenient access into the property from southbound Sheyenne Street can easily be accommodated via 24th Avenue.

STAFF REPORT

PLANNING AND ZONING RECOMMENDATION:

At their January 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed access onto 26th Avenue W with the condition that either:

1. the access be right-in/right-out only, controlled by geometric design of a “pork-chop” driveway as approved by the City Engineer; or
2. the access be contingent upon right-of-way modifications to 26th Avenue W that are necessary, as determined by the City Engineer, to mitigate the concerns outlined in this staff report.

And to recommend that the City deny the proposed right-in access from Sheyenne Street.

RECOMMENDATIONS:

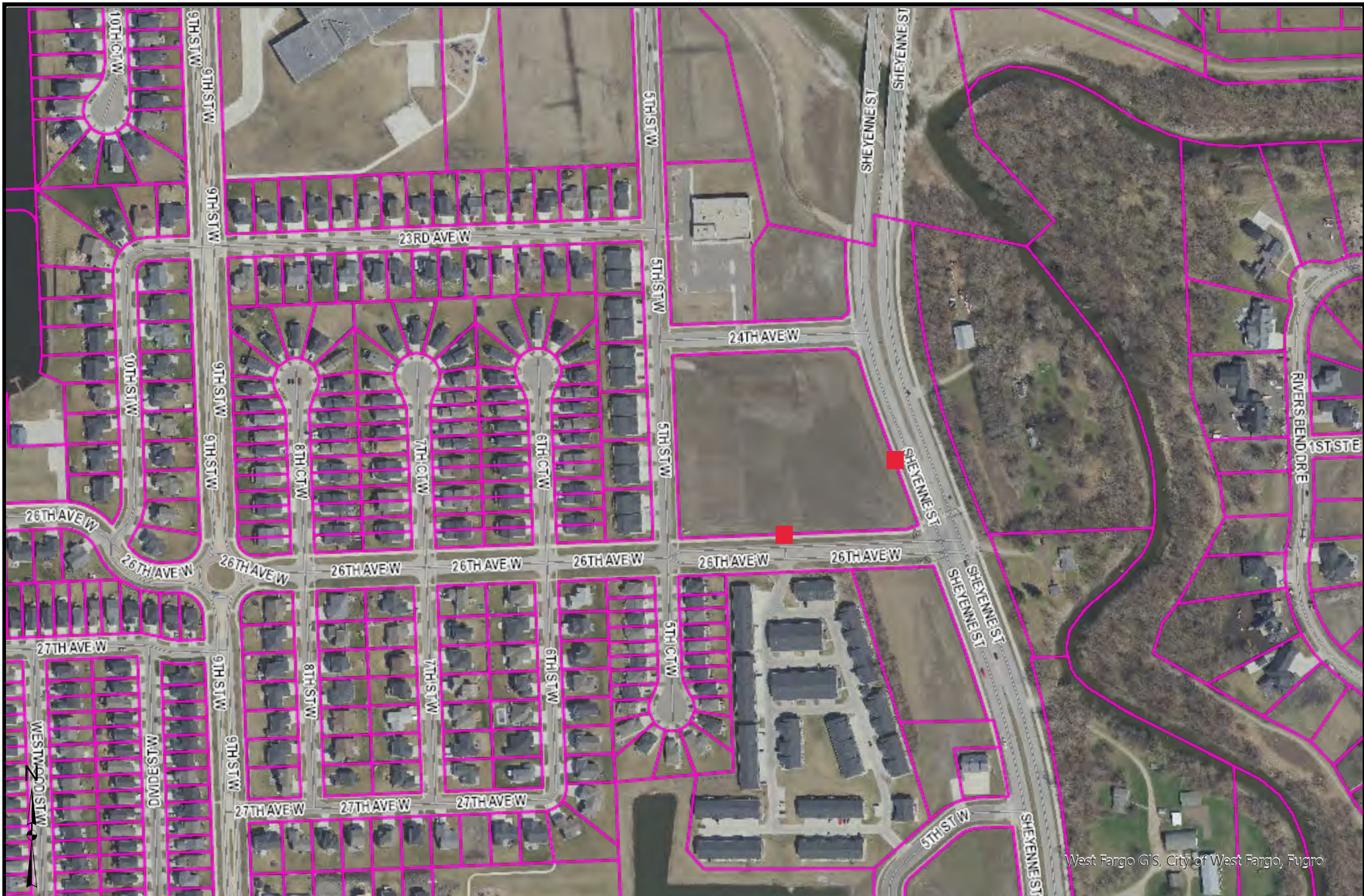
It is recommended that the City approve the proposed access onto 26th Avenue W with the condition that either:

1. the access be right-in/right-out only, controlled by geometric design of a “pork-chop” driveway as approved by the City Engineer; or
2. the access be contingent upon right-of-way modifications to 26th Avenue W that are necessary, as determined by the City Engineer, to mitigate the concerns outlined in this staff report.

It is recommended the City deny the proposed right-in access from Sheyenne Street.

Attachments:

- Aerial Map
- Memo from Bolton & Menk regarding traffic assessment.
- Applicant’s conceptual sight plan, illustrating proposed access locations.



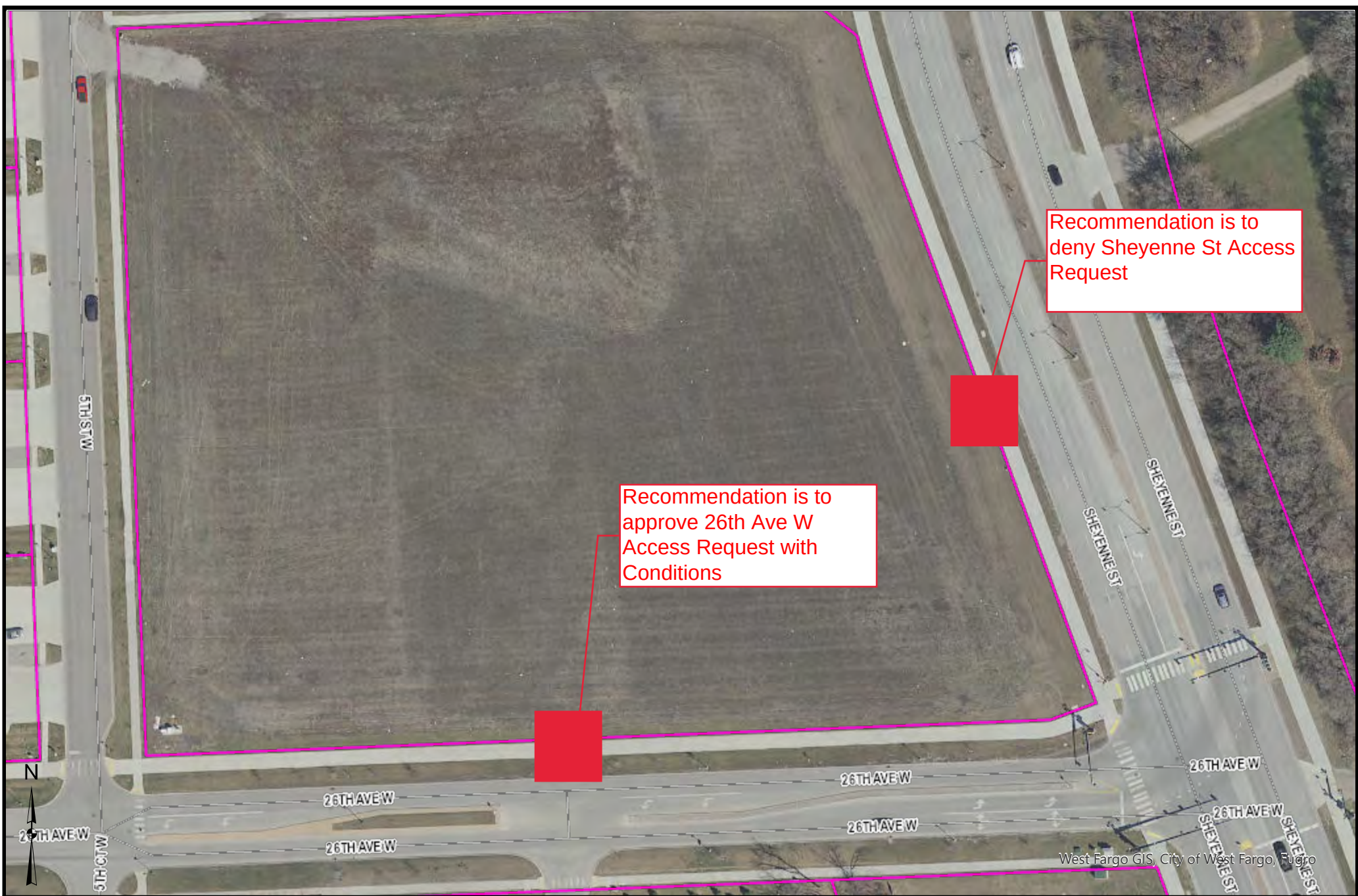
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Access Request ■

Date: 1/6/2023

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





Recommendation is to deny Sheyenne St Access Request

Recommendation is to approve 26th Ave W Access Request with Conditions

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Access Request ■	
Date: 1/6/2023	
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



Real People. Real Solutions.

3168 41st Street South
Suite 2
Fargo, ND 58104

Ph: (701) 566-5339
Fax: (701) 566-5348
Bolton-Menk.com

12/12/2022

West Fargo Engineering Department
Attn: Andrew Wrucke, Assistant City Engineer and Dan Hanson, City Engineer

RE: Brooks Harbor Access Layouts

Greetings,

In early December of 2022, Petro Serve submitted a revised access control layout to/from the Brooks Harbor development with implications to 26th Avenue and Sheyenne Street. The layout is attached to this memorandum. The follow statements summarize my professional review of this concept based on an understanding formed during the development of the traffic impact study, work on Sheyenne Street as project manager of corridor study, and several signal timing endeavors at the intersection of Sheyenne Street and 26th Avenue.

Sheyenne Street and 26th Avenue

The proposed configuration will benefit the operations at Sheyenne Street and 26th Avenue by providing additional storage space for the multiple left-turn lanes while still facilitating the westbound left-turn to the townhomes to the south.

Development Access on 26th Avenue

The primary access east of 5th Avenue south is unnecessarily wide. The Eastbound right-turn lane does not need storage across this intersection. The proximity of this driveway to Sheyenne Street will be challenging during peak periods due to heavy directional traffic flows. Access management may be needed in the future. It is recommended the design of this intersection facilitate conversion to a $\frac{3}{4}$ access in the future without major reconstruction. This will require maintaining the median on the west side of the intersection. The specifics of the design should be studied further. A $\frac{3}{4}$ access will reduce conflict points by 86% and typically will crash rates by 33%. Alternatively, a right-in/right-out-only configuration would reduce crash rate by 67%.

Right-In Only Access Off of Sheyenne Street

We'd recommend eliminating the right-in only access from the plans. Removing traffic from Sheyenne Street as a right-in-only lane will provide negligible benefits to the corridor from a level of service perspective. The SB movement operates well today, and drivers will have two opportunities to get to this area via 24th and 26th

Name: Brooks Harbor

Date: 12/12/2022

Page: 2

Avenues. Some drivers get frustrated when someone blocks them from turning right at a shared thru/right turn lane. From that perspective, far more cars would benefit from a SB Right-Turn lane at 26th Avenue than the proposed location. This improvement wasn't in the Sheyenne Street Corridor plans because the 6-lane section has ample capacity. Furthermore, this right-in only access creates a high-speed conflict with the shared use path, and right-in-only configurations are complicated to design in a manner that doesn't frequently facilitate illegal right-out movements.

Sincerely,

Bolton & Menk, Inc.

Mike Bittner

Mike Bittner, PE, PTOE, PTP, RSP, PMP, IMSA II

Principal Project Manager

Attachment: Petro Serve Proposed Concept

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: January 31, 2023
3. AGENDA TITLE:
Public Hearing & First Reading of rezoning ordinance for proposed North Pond at
the Preserve 16th Addition.

4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold First Reading and Public Hearing on the Rezoning. Rezoning from C-OP:
Commercial Office Park to R-3: Multiple Dwellings for Lot 2, Block 1 of the
proposed North Pond at the Preserve 16th Addition

5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 2, Block 1 of North Pond at the Preserve 6th Addition (2500 6th Street East),
City of West Fargo, North Dakota (Proposed Lot 2, Block 1 of North Pond at the
Preserve 16th Addition).

6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold Public Hearing and Approve First Reading of the Rezone Ordinance.

STAFF REPORT

A23-1 REPLAT, REZONING, & PARKING REDUCTION	
North Pond at the Preserve 16 th Addition	
Lot 2, Block 1 of North Pond at the Preserve 6 th Addition (2500 6 th Street East)	
Owner: ABM Investments, LLC Applicant: Beyond Shelter	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	01/10/2023 - Approval
City Commission Public Hearing & 1 st Reading:	02/06/2023
2 nd Reading and Final Plat Approval:	

PURPOSE:

Rezone from C-OP: Commercial Office Park to R-3: Multiple Dwellings, replat, and parking reduction for Senior Affordable Housing project (apartments).

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	C-OP: Commercial Office Park
Zoning Overlay District(s):	n/a
Proposed Zoning District(s):	R-3: Multiple Dwellings & C-OP: Commercial Office Park
Proposed Lot size(s) or range:	Lot 1 - 101,368 ft ² ; Lot 2 – 171,279 ft ²
Total area size:	6.26 Acres
Adjacent Zoning Districts:	North – C: Light Commercial South – P: Public Facilities (Rustad Center Park) East – C-OP: Commercial Office Park West – P: Public Facilities (Retention Pond); R-1A: Single Family Dwellings
Adjacent street(s):	6 th Street East (local); 26 th Ave E (collector)
Adjacent Bike/Pedestrian Facilities:	Path along south side of 23 rd Ave E
Available Parks/Trail Facilities:	River's Bend at the Preserve Park and North Pond Trail and Pond lookout within ½ mile; Rustad Center across 26 th Ave E.
Land Dedication Requirements:	n/a

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for a replat and rezoning to R-3: Multiple Dwellings for Lot 2.
- Additionally, the applicant is petitioning for reduced off-street parking requirements. The applicant is proposing to utilize a minimum parking ratio of 1.25 spaces per apartment unit in lieu of the standard residential multi-family ratio, which is typically 1.0 space per efficiency unit and 2.0 spaces per units with one or more bedrooms.
- Under Section 4-451 of the Off-Street Parking and Loading Regulations:
 - *If it can be demonstrated by the property owner through market studies or other means that the required off-street parking is excessive and/or a lower parking demand is supported by the*

STAFF REPORT

Institute of Traffic Engineers Parking Generation manual and a lesser requirement justifiable, the City Commission may reduce the number of required spaces by passage of a resolution approved by a majority of the members of the City Commission

- The applicant has submitted a letter in support of their requested parking reduction which describes the parking utilization at two similar senior housing locations that they manage.
- Preliminary site plans show a 71-unit, senior housing project with underground parking on proposed Lot 2, Block 1. Lot 1 to the north will remain C-OP: Commercial Office Park.
- As per the landscaping ordinance, a buffer yard would be required along the west side of the property, abutting the single family homes, which should consist of either a four-foot screen and 10 feet buffer yard consisting of small evergreen trees alternated with deciduous trees or a 20-foot buffer yard consisting of Small Evergreen Trees, Alternated with Deciduous Trees, and One Row Evergreen or Other Shrubs.
- Prior to the public hearing at the Planning and Zoning Commission, the developer held two neighborhood meetings at the Rustad Center. Two individuals appeared at the evening meeting, one resident was concerned they would be looking straight at the building from their backyard across the pond. Both attendees were glad that the project was for seniors and the proposed plan had underground parking. They did like the location away from the pond.
- A total of 142 parking spaces are required by the zoning ordinance with 106 spaces provided, so the applicant would either need to provide for the 36 parking spaces on site, arrange for additional parking on an adjacent lot or receive approval from the City Commission for the proposed reduction in parking.

NOTICES:

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

Comments Received:

- An area property owner asked if they would be special assessed for improvements for this project and were opposed if that were the case.
- Engineering reviewed the proposed site plan and indicated concern with the trash enclosure/access onto 6th Street East. Concerns were with sanitation trucks backing onto the road, as well as the access interfering with the functional area of the intersection to the south.
- The Park District indicated they do not intend to continue maintaining the bike path and the business/property owner would need to maintain it once development is completed. The easement was dedicated to the public.

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

- The proposed application is consistent with the City plans and ordinances in terms of the need for more affordable senior housing; however, there is a finite amount of commercial property within the City of West Fargo and this would remove that use in favor of additional housing.
- Mixed use is suggested under Economy of West Fargo 2.0, in so much as West Fargo's business development efforts should include working with existing and future business owners to locate retail and destination uses on the street level, with office and residential uses on upper levels. Mixed-use development creates a higher tax base because the "stacked uses" allow for denser development. Moreover, mixed use developments create a "built in" customer base for the uses on the ground floor, allows for a variety of housing options, and encourages a broader range of

STAFF REPORT

household types to locate in a community

- Under Strengthen Neighborhoods and Expand Housing Choice in West Fargo 2.0 there is continually a need for more senior housing which is affordable. The city has recognized the increased need for subsidized housing for the elderly and has supported applications, as well as provided tax incentives to stimulate project development. Furthermore, while housing is provided primarily by the private sector, strong public policies are needed to ensure a healthy balance of mixed-income housing that is located in the right place and in conjunction with other types of uses

PLANNING AND ZONING RECOMMENDATION:

At their January 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision and rezoning on the basis it is consistent with City plans and ordinances.

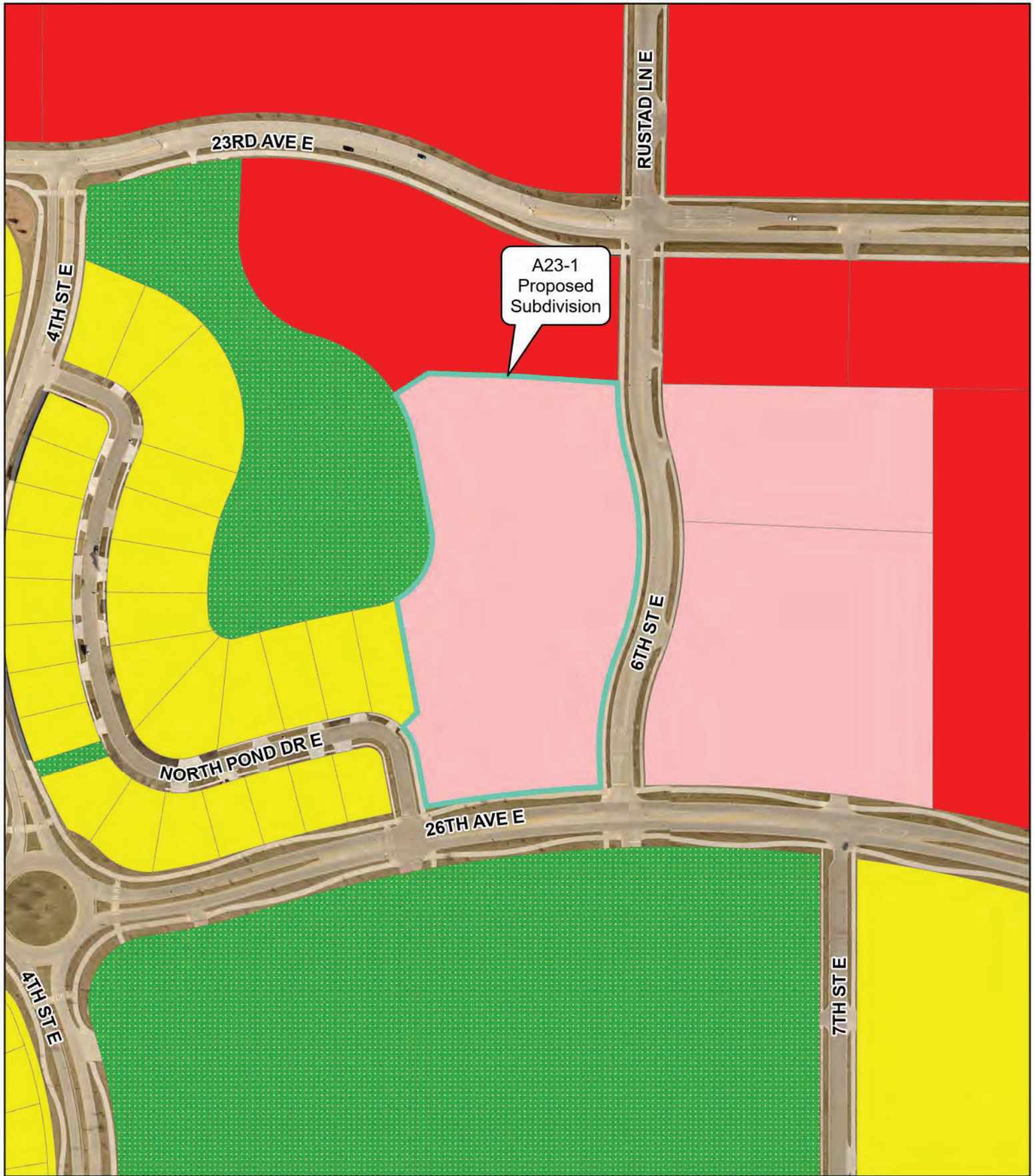
RECOMMENDATION:

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

Attachments

1. Aerial map
2. Zoning map
3. Preliminary plat
4. Site Plan
5. Parking Reduction Letter







West Fargo Zoning

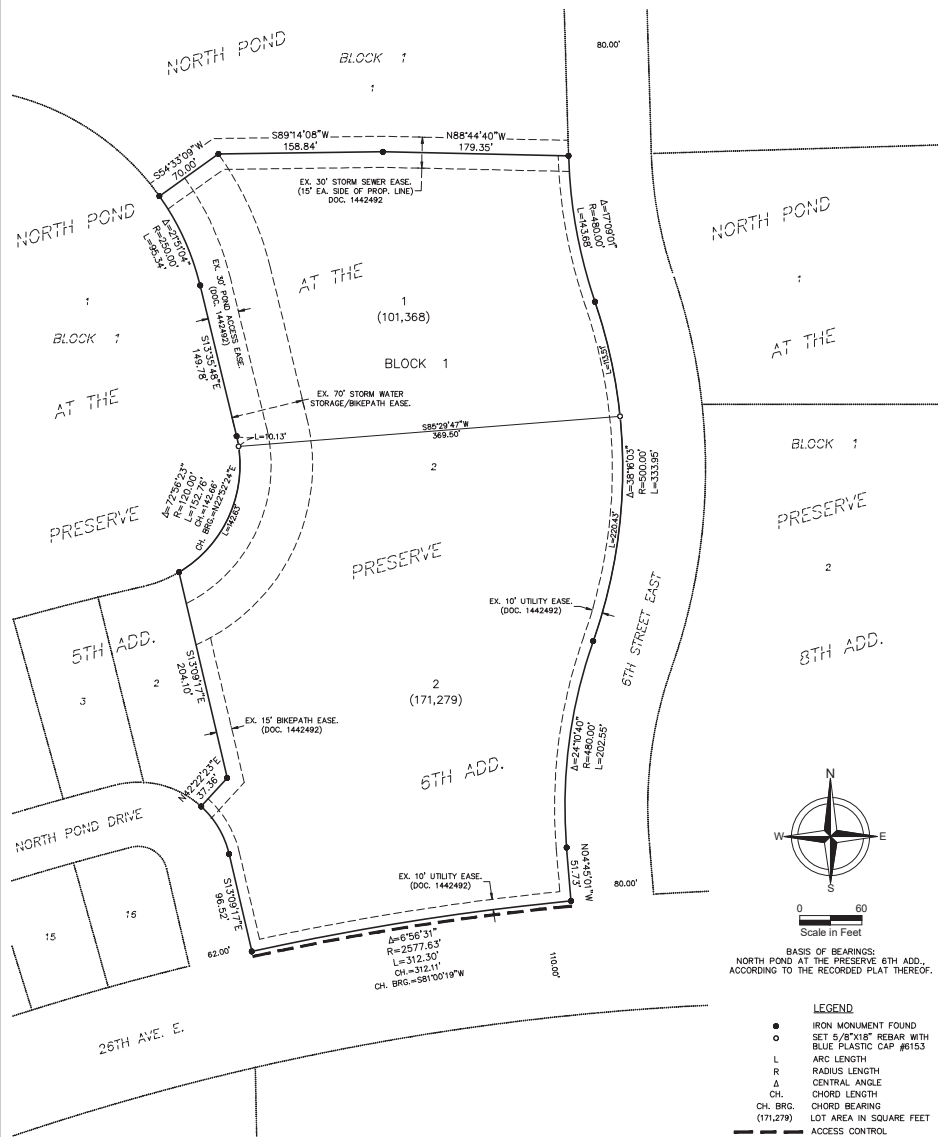
- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial
- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family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



0
150
300

US Feet

PLAT OF
NORTH POND AT THE PRESERVE SIXTEENTH ADDITION
TO THE CITY OF WEST FARGO, A REPLAT OF LOT 2, BLOCK 1 OF
NORTH POND AT THE PRESERVE SIXTH ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



CERTIFICATE

AARON SKATTUM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "NORTH POND AT THE PRESERVE SIXTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 2, BLOCK 1 OF NORTH POND AT THE PRESERVE SIXTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID SUBDIVISION IS DESCRIBED AS FOLLOWS:

ALL OF LOT 2, BLOCK 1 OF NORTH POND AT THE PRESERVE SIXTH ADDITION TO THE CITY OF WEST FARGO, NORTH DAKOTA, ACCORDING TO THE RECORDED PLAT THEREOF.

SAID TRACT CONTAINS 6.26 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

AARON SKATTUM
REGISTERED LAND SURVEYOR
REG. NO. LS-6153

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AARON SKATTUM, 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 "NORTH POND AT THE PRESERVE SIXTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 2, BLOCK 1 OF NORTH POND AT THE PRESERVE SIXTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF AARON SKATTUM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

OWNER: AMB INVESTMENTS, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY

NICOLE A. NELSON, PRESIDENT
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NICOLE A. NELSON, 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 AMB INVESTMENTS, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: BELL BANK

BY: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, 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 BELL BANK.

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 _____, 2022.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, 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

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED
THIS _____ DAY OF _____, 2022.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, 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 _____, 2022.

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

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED 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 _____, 2022.

DANIEL R. HANSON, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL R. HANSON, 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 CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



PRELIMINARY



SHEET 1 OF 1
PROJ. NO. 22956



PROJECT METRICS

PARCEL C

REZONED	R-3 MULTIPLE DWELLING
ZONING	R-3 MULTIPLE DWELLING DISTRICT
MAX. BUILDING COVERAGE	40%
MIN. OPEN SPACE	25% MIN. (75% MAX IMPERVIOUS)
MIN. LOT SIZE	1600 sf per unit + 200 sf for each bedroom. 8000 sf min.
MIN. LOT WIDTH	NONE
FRONT SETBACK	25'
INTERIOR SIDE SETBACK	12' WITH EXCEPTIONS
STREET SIDE SETBACK	12'
REAR SETBACK	25'
MAX. HEIGHT	35'
DENSITY	NONE
MIN. PARKING RESIDENTIAL	1 PER EFFICIENCY 2 PER 1-BED+ OR FLOOR AREA / 440

PROPERTY METRICS

LOT SIZE	171,000 SF = 3.93 ACRES
MAX. BLDG. FOOTPRINT	40% X 171,000 = 68,400 SF
# UNITS ALLOWED	N/A
MIN. OPEN SPACE	25% X 171,000 = 42,750 SF

DENSITY

TOTAL UNITS	71 TOTAL UNITS
DENSITY	71 / 3.93 = 18 UNITS PER ACRE
BUILDING FOOTPRINT	33,000 SF (18.5%)
GREEN SPACE	83,000 SF (48.5%)

PARKING MIX PROVIDED

COVERED PARKING	71 INDOOR PARKING STALLS (1 PER UNIT)
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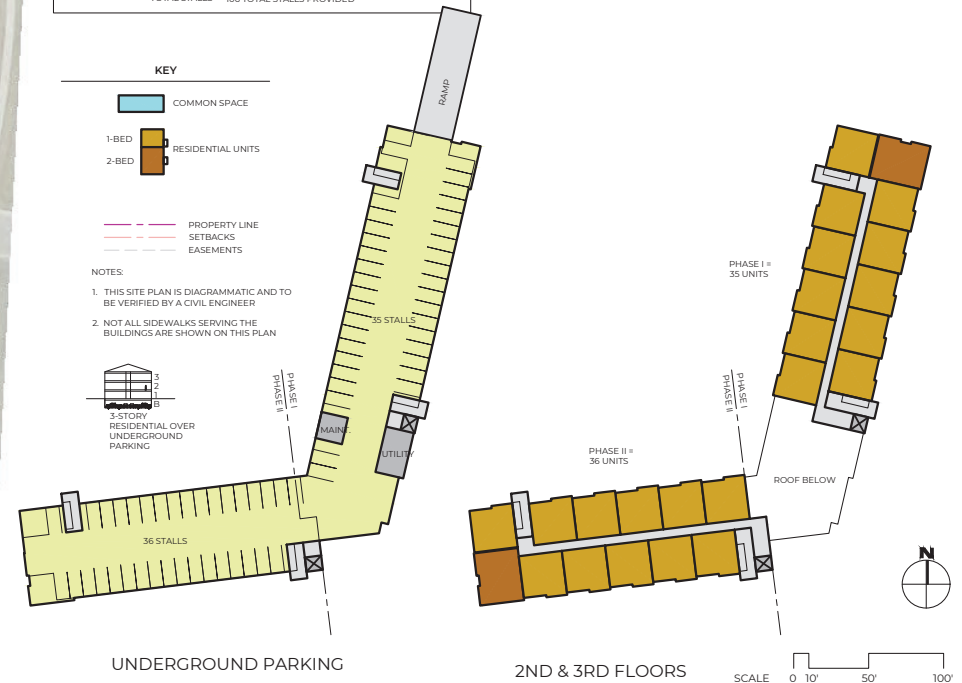
SURFACE PARKING	35 SURFACE STALLS (REDUCTION REQ'D)
TOTAL STALLS	106 TOTAL STALLS PROVIDED

KEY

	COMMON SPACE
	1-BED
	2-BED
	PROPERTY LINE
	SETBACKS
	EASEMENTS

NOTES:

- THIS SITE PLAN IS DIAGRAMMATIC AND TO BE VERIFIED BY A CIVIL ENGINEER
- NOT ALL SIDEWALKS SERVING THE BUILDINGS ARE SHOWN ON THIS PLAN



UNDERGROUND PARKING

2ND & 3RD FLOORS

SCALE 0 10' 50' 100'

December 16, 2022

City of West Fargo Planning and Zoning
800 Fourth Ave. E.
Suite 1
West Fargo, ND 58078

RE: Parking Variance Request

The Housing Authority of Cass County has two senior apartment complexes that it manages in West Fargo. When compared to the other multi-family properties that HACC manages, our senior apartment residents have far fewer parking needs. A reduction in the parking requirement to 1.25 spaces per apartment is more than adequate for our projected needs with the proposed development at 2500 6 St E, West Fargo, ND 58078. The proposed project is currently 71 units with underground parking.

The first property, Serenity Apartments, is comprised of 18 one-bedroom units reserved for households age 55 and older. The property has a detached garage building with 18 single stall garages, and a parking lot with 7 parking spaces (2 are handicap spaces). Since opening in 2005, there have been no issues with a lack of parking. Attached is a photo taken on a weekday at 2:00 pm, with one space utilized.



The second property, Monterey and Brighton Place Apartments, is comprised of 79 one-bedroom units and 6 two-bedroom units. The property has three enclosed ground level parking garages, with a total of 85 parking spaces. It also has a parking lot with 25 parking spaces. As of 12/01/2022, only 61 of the 85 spaces were assigned to tenants with vehicles. This is in line with what we have seen since opening the building in 2021. Attached is a photo of the parking lot taken on a weekday at 2:00 pm, with 5 spaces utilized.



We appreciate the time and consideration in reviewing this request. Please contact me with any questions at 701-551-0483 or cmiller@beyondshelterinc.com.

Sincerely,

Christopher Miller, Developer
Beyond Shelter, Inc.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: January 27, 2023
3. AGENDA TITLE:
Conditional Use Permit for temporary concrete crushing & aggregate stockpiling,
West Fargo 12th Addition
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
FS HQ LLC has applied for a Conditional Use Permit to allow temporary concrete
crushing and aggregate stockpiling at 2351 8th Ave NW. The property will be
leased to Gowan Construction to be temporarily used for such purposes as part of
a NDDOT project on I-94 this summer. The crushing operation will take place for
three weeks in May and for three weeks in August. At their Jan. 10, 2023 meeting
the Planning and Zoning Commission recommended approval of the CUP with
conditions as listed in the attached staff report.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
2351 8th Ave. NW (Lot 2, Block 3 of West Fargo 12th Addition)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve the proposed CUP to allow temporary concrete crushing and stockpiling
of aggerated material.

STAFF REPORT

A23-2		CONDITIONAL USE PERMIT	
2351 8 TH Ave. NW			
Lot 2, Block 1 of West Fargo 12 th Addition, City of West Fargo, North Dakota			
Owner/Applicant: FS HQ LLC		Staff Contact: Malachi Petersen	
Planning & Zoning Commission Public Hearing:		01-10-2023	
City Commission Final Approval		02-06-2023	

PURPOSE:

Conditional Use Permit to allow for the operation of a temporary concrete crushing facility and stockpiling of concrete and asphalt.

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban Growth Area
Existing Land Use:	Vacant
Current Zoning District(s):	M: Heavy Industrial
Zoning Overlay District(s):	None
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	1,106,946 ft ²
Total area size:	25.41 acres
Adjacent Zoning Districts:	North - A: Agriculture, West and East - M: Heavy Industrial, South - LI: Light Industrial
Adjacent street(s):	8 th Avenue NW (Collector); 26 th Street NW (Collector)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- The applicant is applying for a CUP to lease out their property to a contractor to do concrete crushing operations and stockpiling of aggregate materials.
- This operation would be temporary. The crushing plant will be on site for about three weeks in May and three weeks in August. Once the contractor is done crushing for three weeks in May, they will load it up and go to their next job/spot. They would then bring it back in at the start of August for three more weeks. If it doesn't get moved it would stay idle for the months of June and July.
- Concrete crushing equipment would be located more than 100ft away from existing property line setbacks.

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- The City of West Fargo Engineering Department would like the applicant's contractor to obtain a construction stormwater permit prior to commencing operations. As part of this permit, the

STAFF REPORT

contractor will need to submit a stormwater pollution prevention plan and erosion control plan to show how sediment debris will be controlled.

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

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

PLANNING AND ZONING RECOMMENDATION:

At their Jan. 10, 2023 meeting, the Planning and Zoning Commission recommended approval of the Conditional Use Permit noting that the following conditions would need to be met:

1. The applicant's contractor obtains a Construction Stormwater Permit from the City Engineering Department.
2. The applicant complies with all state and local regulations for concrete crushing operations.
3. Hours of operation for concrete crusher are limited to 7am, - 11pm.
4. All concrete crushing operations cease by August 31, 2023.

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.

Attachments

1. Aerial map
2. Zoning map
3. Applicant's letter
4. Site Plan



Sheyenne Diversion

8TH AVE NW

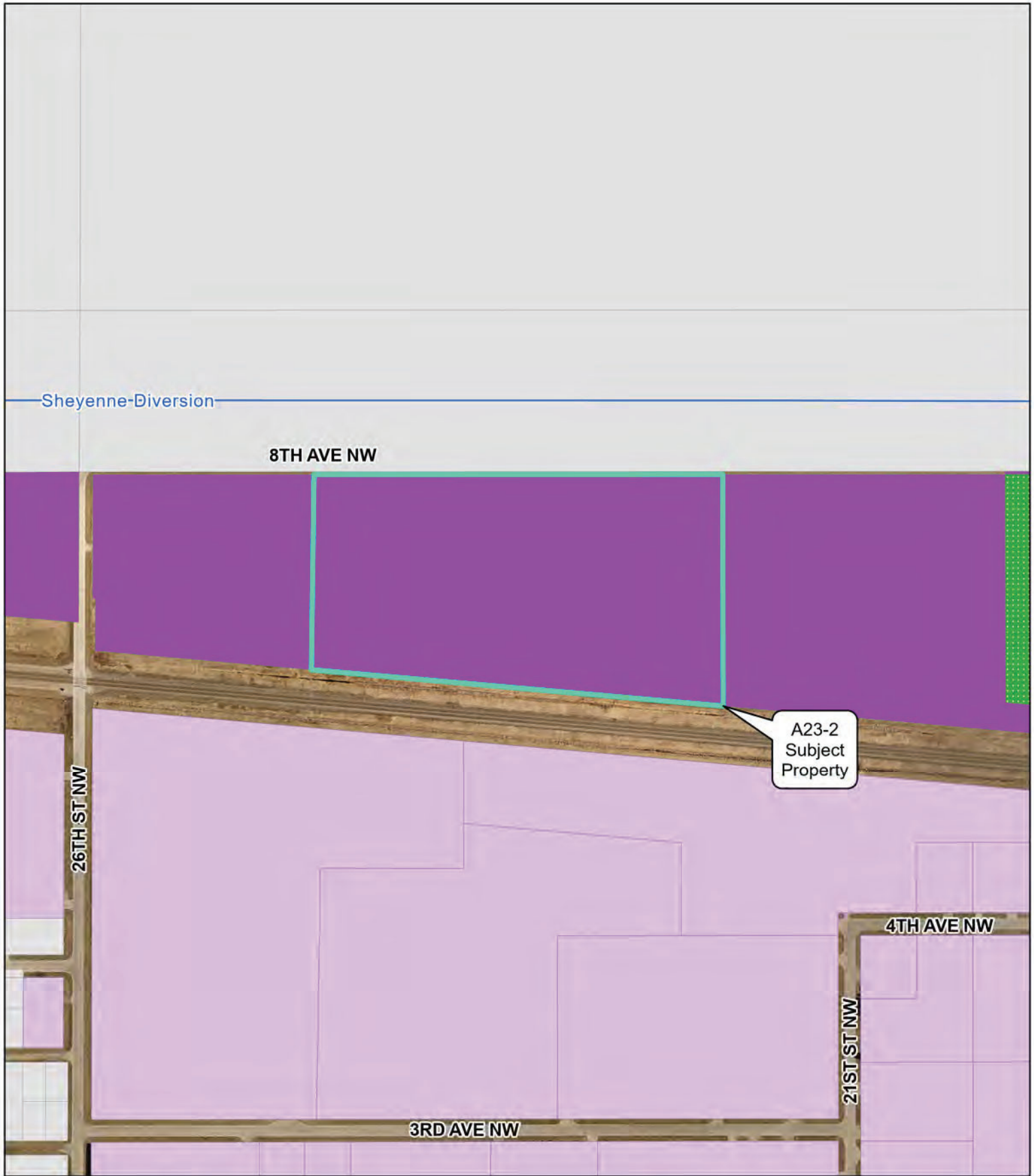
26TH ST NW

A23-2
Subject
Property

4TH AVE NW

3RD AVE NW

21ST ST NW





West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial - M: Heavy Industrial - P: Public - PUD: Planned Unit Development - R-L1A: Large Lot Single Family Dwelling - R-1A: Single Family Dwelling - R-1: One and Two Family Dwelling	- R-1SM: Mixed One and Two Family Dwelling - R-2: Limited Multiple Dwelling - R-3: Multiple Dwelling - R-4: Mobile Home - R-5: Manufactured Home Subdivision - R-1E: Rural Estate - R-R: Rural Residential
--	--



0 305 610 US Feet

December 16, 2022

City of West Fargo – Planning and Zoning and City Commission

Re: Conditional Use Permit for Crushing Concrete and Asphalt at 2351 8th Avenue NW, West Fargo, ND

FS HQ, LLC, a wholly-owned subsidiary of DFC Company (the parent company of Sign Solutions USA, LLC and Dakota Fence Company), is the owner of 2351 8th Avenue Northwest, West Fargo, ND 58078, legally described as Lot 2, Block 1 West Fargo 12th Addition, parcel number 02651100020000 (the "Subject Property"). The Subject Property is zoned Heavy Industrial.

Sign Solutions USA, LLC is the owner of the property directly west of the Subject Property. Dakota Fence Company is the owner of the property directly east of the Subject Property. The City of West Fargo owns the old lagoons directly north of the Subject Property. The Burlington Northern Railroad right-of-way is directly south of the Subject Property.

The North Dakota Department of Transportation ("NDDOT") has a project off the main avenue / I-94 interchange in 2023 where, among other things, Gowan Construction ("Gowan") will remove the concrete and asphalt shoulder on approximately 3 miles of I-94 (the "Project"). Dakota Fence Company and its sister company 3D Specialties will be performing the traffic control, permanent signing, guardrail, high tension cable guardrail and fence on the Project. In connection with the Project, Gowan will need to crush the concrete and asphalt removed from the Project.

FS HQ, LLC would like to allow Gowan to crush the concrete and asphalt removed from the Project on the Subject Property in 2023. In doing so, FS HQ will be able to purchase the crushed concrete and asphalt from Gowan, which will allow it to use that material on the Subject Property to begin preparations for further expanding DFC Company's operations to West Fargo, eventually with another building along the lines of what it built with Sign Solutions USA, LLC, which would further expand the tax base for the City of West Fargo. This would be a great result for DFC Company and the City of West Fargo and given that adjoining property owners of the Subject Property are DFC Company entities, the City of West Fargo for the old lagoons and the Burlington Northern Railroad right-of-way, there should be no disruption to any other property owners quiet use and enjoyment of their property.

The Subject Property is 25 acres in size and the crushing equipment on the Site Plan would be placed far enough back from any property lines (at least 100 feet). The materials being crushed would be concrete, aggregate and asphalt from I-94.

FS HQ is seeking approval of this conditional use permit at the earliest available Planning and Zoning Commission Meeting and City of West Fargo City Commission meeting, as may be required.

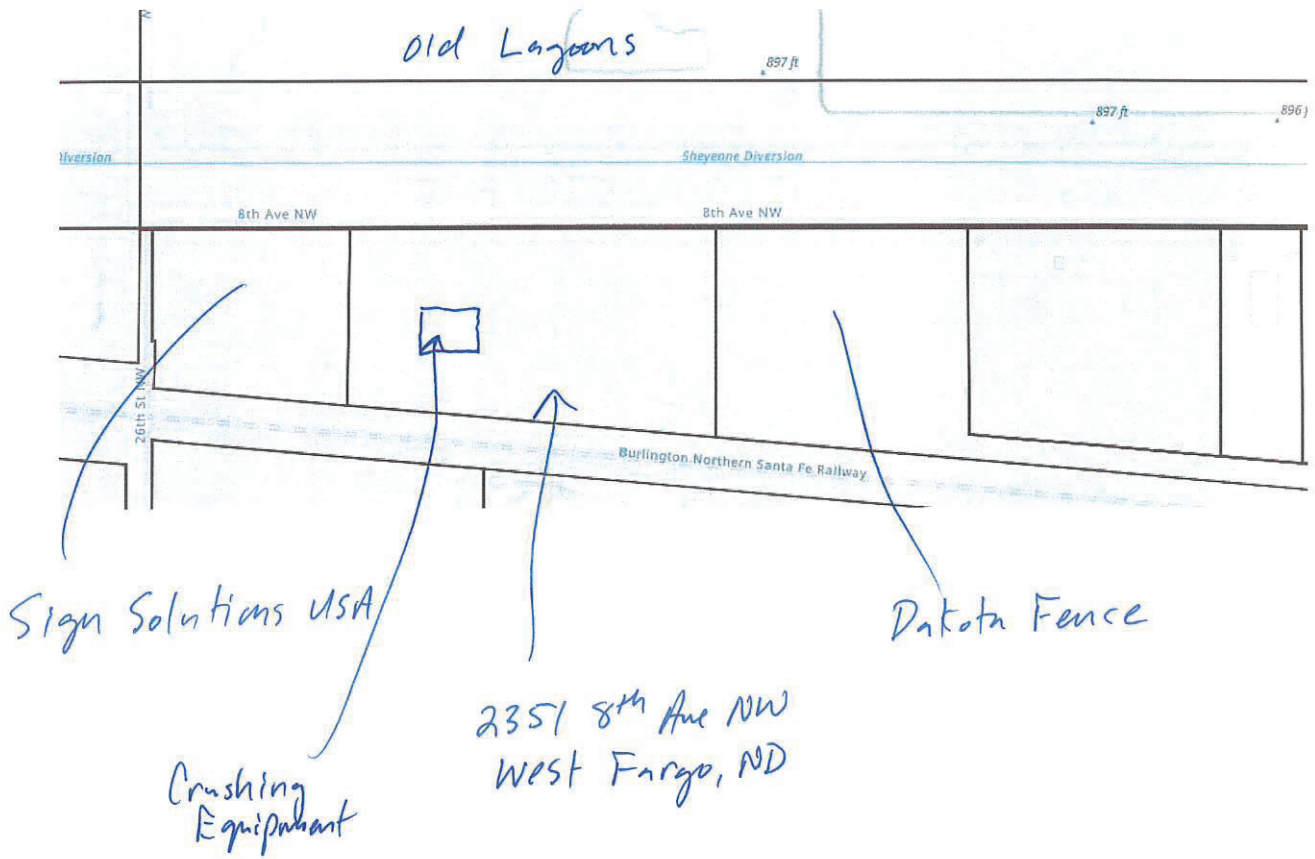
Thank you for your consideration.

Sincerely,



Joseph L. Currier

Site Plan



Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, FS HQ LLC (hereinafter referred to as the "**Applicant**") has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located at 2351 8th Ave NW, West Fargo, ND 58078, legally described as (hereinafter referred to as the "Property"):

Lot 2, Block 1 of West Fargo 12th Addition

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Allow for the operation of a temporary concrete crushing facility and allow the stockpiling of concrete and asphalt

on the above-described Property with the following conditions:

1. Gowan Construction, the applicant's contractor, shall obtain a construction stormwater permit prior to commencing operations. The applicant shall conduct concrete crushing so as to minimize concrete dust to adjoining properties. The applicant shall not damage city of West Fargo streets or infrastructure when conducting its operations.
2. Hours of concrete crushing shall be limited to 7am-11pm local time. For the purposes of this Conditional Use Permit concrete crushing is defined as the reduction/crushing of concrete demolition debris into smaller usable pieces by use of mechanical equipment.
3. The applicant must meet all Federal, State, and local requirements for concrete crushing operations.
4. All concrete crushing operations shall cease by 11:59 pm on August 31, 2023, at which time this Conditional Use Permit will expire and be of no further effect.
5. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
6. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its

officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.

7. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
8. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall remove the structure from the property by the date stated by the City Commission at the hearing. Applicant shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.
9. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
10. The obligations herein shall run with the Property and shall bind the Applicant and the Owner and their successors and assigns.
11. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
12. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this 17th day of Jan, 2023.

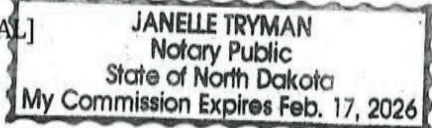
APPLICANT:

Amy Mickelson

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 17 day of Jan, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Amy Mickelson, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]



Janelle Tryman
Notary Public

Dated this _____ day of _____, 20____.

WEST FARGO BOARD OF CITY
COMMISSIONERS:

Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this _____ day of _____, 20____.

**WEST FARGO PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT:**

Aaron Nelson, AICP, Director of Planning and
Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Aaron Nelson, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public



To: West Fargo City Commission
From: Aaron Nelson, Planning Director
Date: February 6, 2023
Subject: Resolution for parking reduction for proposed taproom, Sukut's 3rd Addition
Action: Approve Parking Reduction Resolution for proposed taproom

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant Administrator

Summary and Recommendation:

The applicant, Junkyard Brewing Company & Enclave Development, is requesting a reduction in off-street parking requirements for a proposed change in use at 409 Sheyenne Street, which can be approved by resolution of the City Commission per Section 4-450 of the City Ordinances.

The applicant intends to convert the old downtown Bell Bank building (409 Sheyenne St) into a taproom for Junkyard Brewing. The proposed change in use from a bank to an eating/drinking establishment results in a greater number of required off-street parking stalls. However, the applicant feels that the minimum parking requirement is excessive for their need. Additionally, the property is not able to physically accommodate an expansion in surface parking large enough to meet the City's typical minimum parking requirements. As such, the applicant is requesting approval of a parking reduction so as to provide a total of 45 parking stalls on-site, in conjunction with the roughly 27 on-street stalls that immediately abut the subject property on the north, west, and south.

Staff is generally supportive of the proposed parking reduction for several reasons:

- The proposed parking ratio is comparable to (if not greater than) similarly situated establishments, such as the Silver Dollar and VFW.
- Since parking lots generally require about 325 sf per stall, the minimum parking required by ordinance for eating and drinking establishments (1 space/100sf gross floor area + 1 space per staff on largest shift) would necessitate a parking lot over three times larger than the building area. Such disparities in the ratio of building square footage to parking square footage is not appropriate for a walkable, urban environment and are contrary to the community's vision for downtown, as expressed within the West Fargo 2.0 Comprehensive Plan.
- Drinking establishments should encourage customers to utilize alternative means of transportation other than driving alone.
- Reduction or elimination of mandated parking minimums is a best practice for urban settings, especially downtown locations. Locally, both Fargo and Moorhead have eliminated parking minimums within their downtown zoning districts.
- Public parking is available on-street within this area, especially where diagonal parking has added to the City's public parking supply. On-street parking (city-wide) is expensive to construct and maintain and should be encouraged to be utilized.

Conversely, a common concern relating to reductions in mandated off-street parking requirements is the potential for increased use of street-parking in adjacent residential areas, where residents are accustomed to extremely low levels of on-street parking utilization.

The applicant has provided the attached letter in support of their request. As Junkyard Brewing currently operates a location in Moorhead, the applicant is able to assess the anticipated parking demand for their business and has no concerns. Though unrelated to the question of parking, the applicant has noted that their existing location in Moorhead has been a catalyst for approximately \$20 million in adjacent spin-off development in recent years. Also attached is the applicant's proposed site plan, illustrating proposed modifications to the existing site so as to add more stalls than exist today.

In summary, this is a breakdown of the request:

- Existing Use: Vacant Building
- Proposed Use: Taproom
- Minimum Parking Required: 102 stalls
- Proposed On-Site Parking: 45 stalls
- Total Reduction Requested: 57 stalls

Recommended Action: Approve the resolution to reduce off-street parking minimums for the subject property.

Policy Analysis:

The stated intent of the DMU zoning district is “to provide elements which promote the principles of good planning and design as outlined in West Fargo 2.0. The elements are walkability, connectivity, mixed-use, scale, intensity and hidden parking.”

The West Fargo 2.0 Comprehensive Plan recommends that the City “Improve Parking Design,” noting that “The City of West Fargo could examine zoning codes and consider revisions so developers can maximize land use without being restricted by high parking minimums” (pg. 81). The Plan also identifies this area as a “Core-Retrofit Growth Sector,” which is an urban node intended for high-intensity, walkable, mixed-use development/re-development (pgs. 122-123, 132-135).

Additionally, the Fargo/West Fargo Parking & Access Study (conducted in conjunction with Metro COG and the City of Fargo in 2018) recommends a reevaluation of the City's parking minimums as well as working towards deregulating off-street parking to allow the market to determine parking supply levels.

Financial Analysis:

There are no fiscal impacts to the City. Generally, reductions in mandated parking minimums allow for increased building/activity area on a given property, which can in turn result in added taxable value and taxable sales.

Commissioner_____introduced the following resolution and moved its adoption:

RESOLUTION APPROVING REDUCTION IN
REQUIRED PARKING SPACES

WHEREAS, a petition has been received for a reduction in the number of required off-street parking spaces for an eating & drinking establishment (the "Establishment") to be located at 409 Sheyenne Street (Lots 15-20 & Part of Vacated Alley, Block 26, Sukut's 3rd Addition, less Right-of-way) in the City of West Fargo; and

WHEREAS, Section 4-451.6 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, requires one parking space per four patron seats or one parking space per 100 square feet of gross floor area, whichever is greater, plus one space per employee on the largest shift; and

WHEREAS, the Establishment will include 9,184 square feet of floor area and ten employees on the largest shift, which equates to 102 required parking spaces; and

WHEREAS, the Establishment is proposing to construct 45 parking stalls, or one parking space per 205 square feet of gross floor area; and

WHEREAS, after reviewing the petition, the City Commissioners of the City of West Fargo believe it is in the best interest of the City to adopt and approve the reduction in parking for the Establishment.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that, in accordance with Section 4-451.6 of the Revised Ordinances of 1990 of the City of West Fargo, the petition for the reduction of parking spaces to a rate of one space per 205 square feet for the Establishment is hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that this Resolution shall be effective as of February 7, 2023.

Dated: February 6, 2023.

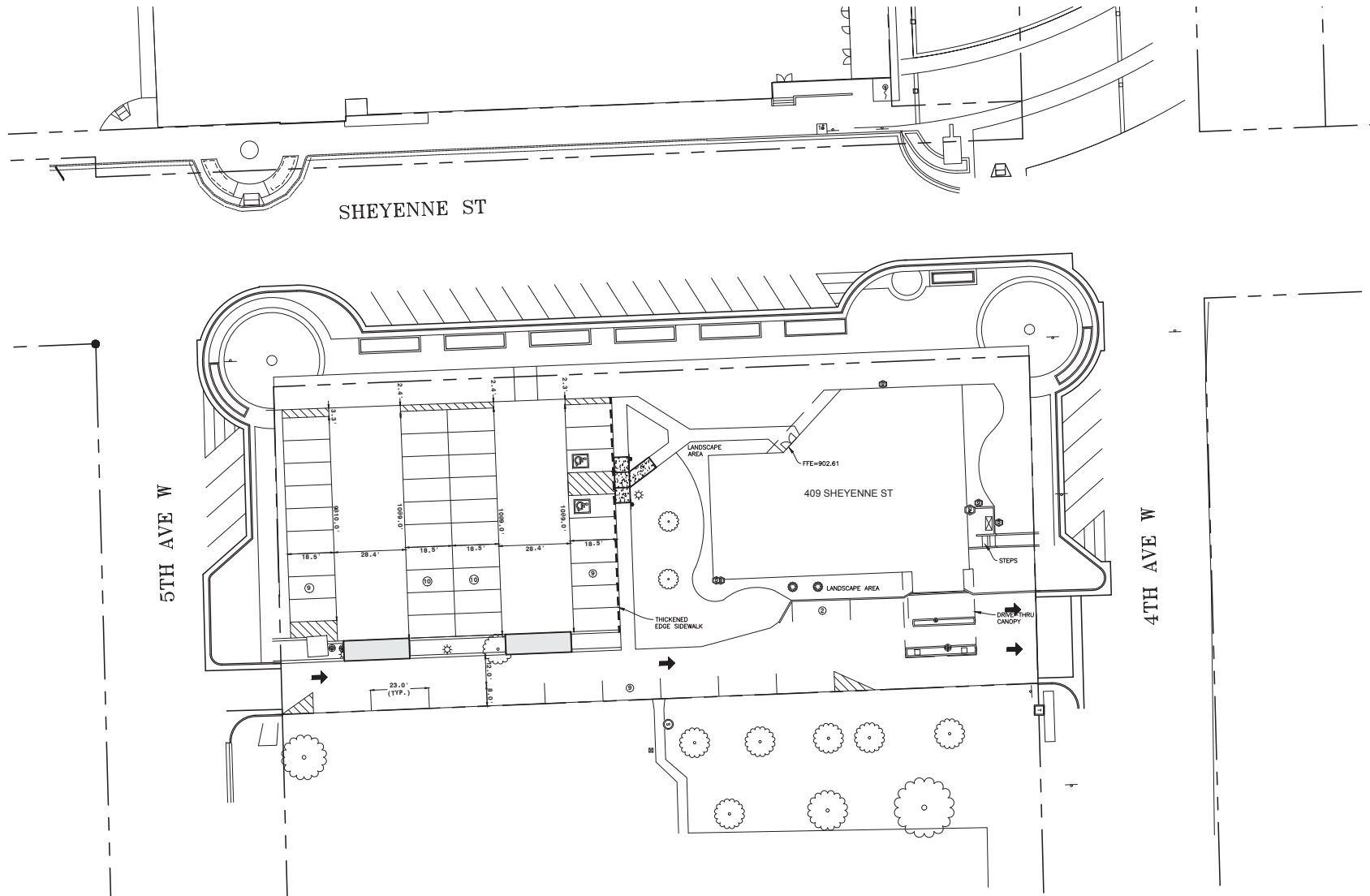
APPROVED:

President of Board of City Commissioners

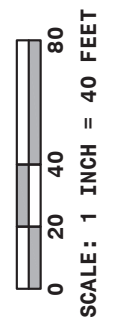
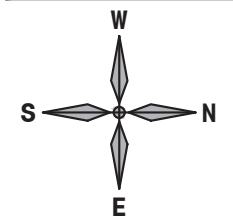
ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by
Commissioner_____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay:_____.
The following commissioners were absent and not voting:_____. The majority having
voted aye, the motion carried and the resolution was duly adopted.



MBN
ENGINEERING
MECHANICAL * ELECTRICAL * CIVIL
503 7TH ST. N
SUITE 200
FARGO, ND 58102
PHONE: 701.478.6336
FAX: 701.478.6340



409 SHEYENNE ST

WEST FARGO, ND

NOT FOR CONSTRUCTION

MBN JOB #: 222 DATE: 1-18-23

OPTION 1 - RE-STRIPE EXISTING LOT

C1.0

Off-street parking regulations are found in §4-450 of the Zoning Code. For “eating and drinking establishments,” the code requires: “One space per four patron seats or one space per 100 square feet of gross floor area, whichever is greater, plus one space per employee on the largest shift.”

§4-451 discusses options for off-site parking, shared parking, and parking reductions. Generally, the Planning & Zoning Commission can approve off-site/shared parking and the City Commission can approve a parking reduction via resolution.

Justification for the Variance:

According to the parking regulations, approximately 92 stalls would be required to fulfill the square footage calculation on the building which is 9,184 square feet. Another 10 staff parking stalls would be required, bringing the total to 102 spaces to meet the code requirements. The building at 409 Sheyenne St has an existing parking lot that could fit a maximum of 45 parking stalls as depicted on the attached site plan. There is not enough space on the property to significantly increase the amount of parking stalls, so we are seeking a parking variance and requesting a reduction in the amount of required stalls from 102 to 45, (total reduction of 57 stalls) within the Downtown district.

We have several arguments to justify granting a parking variance.

First, the proposed Junkyard Brewing Company taproom would benefit the City of West Fargo to meet a variety of goals outlined in the City's comprehensive plan for Downtown West Fargo and economic development goals. Junkyard Brewing Company has been a catalyst for growth in Moorhead, attracting development projects totaling approximately \$20 million dollars which were constructed directly adjacent to the Moorhead taproom and brewery. Junkyard Brewing Company has also become a cultural center for Downtown Moorhead, hosting many events such as charitable fundraisers, a 5k race and a beer festival. We believe that a Junkyard Brewing Company taproom in Downtown West Fargo could similarly help to catalyze growth for Downtown West Fargo and provide a great addition to the culture of Downtown West Fargo businesses. In order for the City of West Fargo to meet its comprehensive goals for Downtown West Fargo, we believe it will be essential to grant parking variances to projects such as this.

Second, we think that a parking analysis of the Moorhead taproom shows that, on average, much fewer stalls are used by customers at the Moorhead taproom than would be required by the calculation used in the West Fargo parking regulations. Together with the neighboring restaurant, Junkyard Brewing Company's square footage at the Moorhead location is about 8,900 square feet. According to the formula used in the West Fargo regulations, 99 parking stalls would be required to serve the business. However, it is our observation that, on average, no more than 40-50 customer stalls are used at a time. There are of course exceptional parking events that go above the average, but for the majority of business days, 40-50 stalls would be sufficient to serve customers at the Moorhead taproom. If we apply this ratio to the West Fargo property, that would be about one stall for every 200 square feet. Applying our adjusted ratio to the West Fargo property suggests the business might actually need around 49 stalls. The 45 stalls available at the 409 Sheyenne St location would fulfill the majority of this need, and we think that there will be sufficient street parking available to satisfy the remaining parking demand. The recent addition of angled street parking which directly borders 409 Sheyenne St. provides another 30 parking stalls, so with a combined total of 75 parking stalls in the vicinity, we think there will be sufficient parking to serve the estimated 49 stalls that will be required for the majority of business days at the West Fargo Junkyard Brewing Company taproom.

Finally, without a parking variance, this project will not be able to move forward. There is simply not enough physical space on the property to add more parking stalls. We believe that it is in the City's best interests to grant a parking variance and therefore seize the opportunity that this project presents to help fulfill many of the goals expressed in the comprehensive plan for Downtown West Fargo.

Note:

The methodology for conducting the Moorhead parking analysis was to digitally overlay parking spaces on imagery of the gravel lot used for parking in Moorhead. Then, using our recalled observations spanning years of customer use, we were able to approximate the amount of space occupied by customer vehicles on average. Using the parking stall overlay, we could count the number of stalls within the area used to approximate a total number of customer vehicles used on average. Doing physical car counts was not practical due to the short timeline available, also doing car counts during early January would greatly understate the average, because January is generally one of the slowest sales months for the Moorhead taproom.



To: West Fargo City Commission
From: Casey Sanders-Berglund, Economic Development Manager
Date: February 6, 2023
Subject: Proposal of Child Care Workforce Grant
Action: Approval to adopt Child Care Workforce Grant

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant City Administrator

Summary:

The child care workforce grant is proposed to support essential workforce support network to foster the City of West Fargo to maintain and grow in capacity in child care. A survey was conducted in Nov-Dec of 2022 to residents through utility bills. See survey summary on following page.

Grant Key Points:

- Must be located in West Fargo (not West Fargo School District), licensed, in good standing, and all payments of taxes up to date.
- Eligible improvements include safety equipment, building security, large motor space equipment, and expenses relating to capital improvements to buildings or deemed essential equipment.
- Non-eligible improvements include acquisition of land or buildings, permits, refinancing of existing debt, consumables, or operating capital or staffing.
- Program is proposed to be reviewed at 18 months after adoption to review funding, impact, and support. Currently proposed that each applicant can apply once per location every three-years.

Financial Analysis:

This proposal includes both new and existing childcare providers with maximum award amount for in-home, group home, school age, and early learning centers. If current providers meet the eligibility requirements and received the maximum award this would reach \$1,412,500.

Child Care Provider	Potential CC capacity	Maximum Award Amount
In-Home Child Care	7 Children	\$7,500
Group Home Child Care	20+ Children	\$10,000
School Age Center	20 + Children	\$20,000
Early Learning Centers	20+ Children	\$50,000
Center Only: Infant Room	8 infants	\$15,000- in addition

Sub-committee recommendation:

A sub-committee was formed tasked with analyzing the opportunities that the city has to potentially create an impact for the Child Care sector with the City of West Fargo. The recommendation is to approve the draft workforce grant as proposed.

CHILD CARE SURVEY RESULTS

SURVEY RESPONSE

461 RESPONSES

559 CHILDREN REPRESENTED

CURRENTLY LOOKING FOR CARE:

104 RESPONSES

162 CHILDREN REPRESENTED

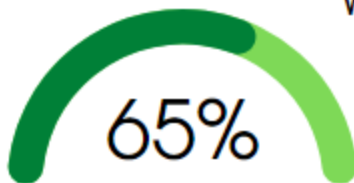
162 Children



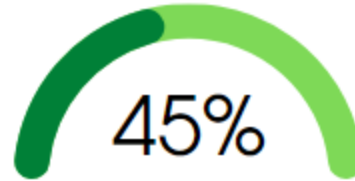
REPRESENT AGES 4 UNDER



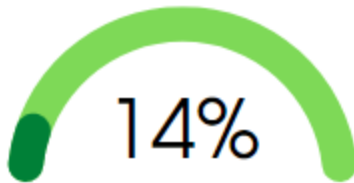
WORKFORCE



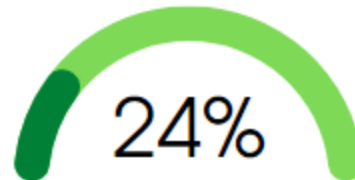
UTILIZED ALTERNATIVE CARE



LACK OF CARE
AFFECTED CAREER



LEFT WORKFORCE - LACK OF CARE



CONSIDER RE-JOINING WORKFORCE

IF CARE WAS MORE AVAILABLE &
AFFORDABLE



To: West Fargo City Commission
From: Matthew Andvik, Public Works Director
Date: February 6, 2023
Subject: Johnson Controls HVAC contract.
Action: Approve Contract with Johnson Controls for HVAC Service and Maintenance

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant Administrator

Summary and Recommendation:

This is a 5-year HVAC maintenance and service contract with Johnson Controls. Listed in the contract is the service and maintenance plan for City Hall/PD, Public Works, New Fire Station and South Fire Station buildings. We would need to hire a contractor for this work, since we do not have a Journeyman HVAC technician on staff. The benefits of a service and maintenance contract:

- Maintains our HVAC systems at an optimal working condition.
- This helps reduce repair costs,
- Prolong the life cycle of equipment
- Keeps the units running at a higher efficiency.
- Improves air quality, temperature and humidity.

The City Attorney has reviewed and signed off on the contract. We recommend approval of the contract with Johnson Controls for HVAC Service and Maintenance.

Financial Analysis:

The funds for this contract were included in the 2023 Fleet and Facilities budget, under Contract Services. We received 2 quotes for this work. We selected Johnson Controls for their past work with us. They are also a Sourcwell vendor (government pricing).

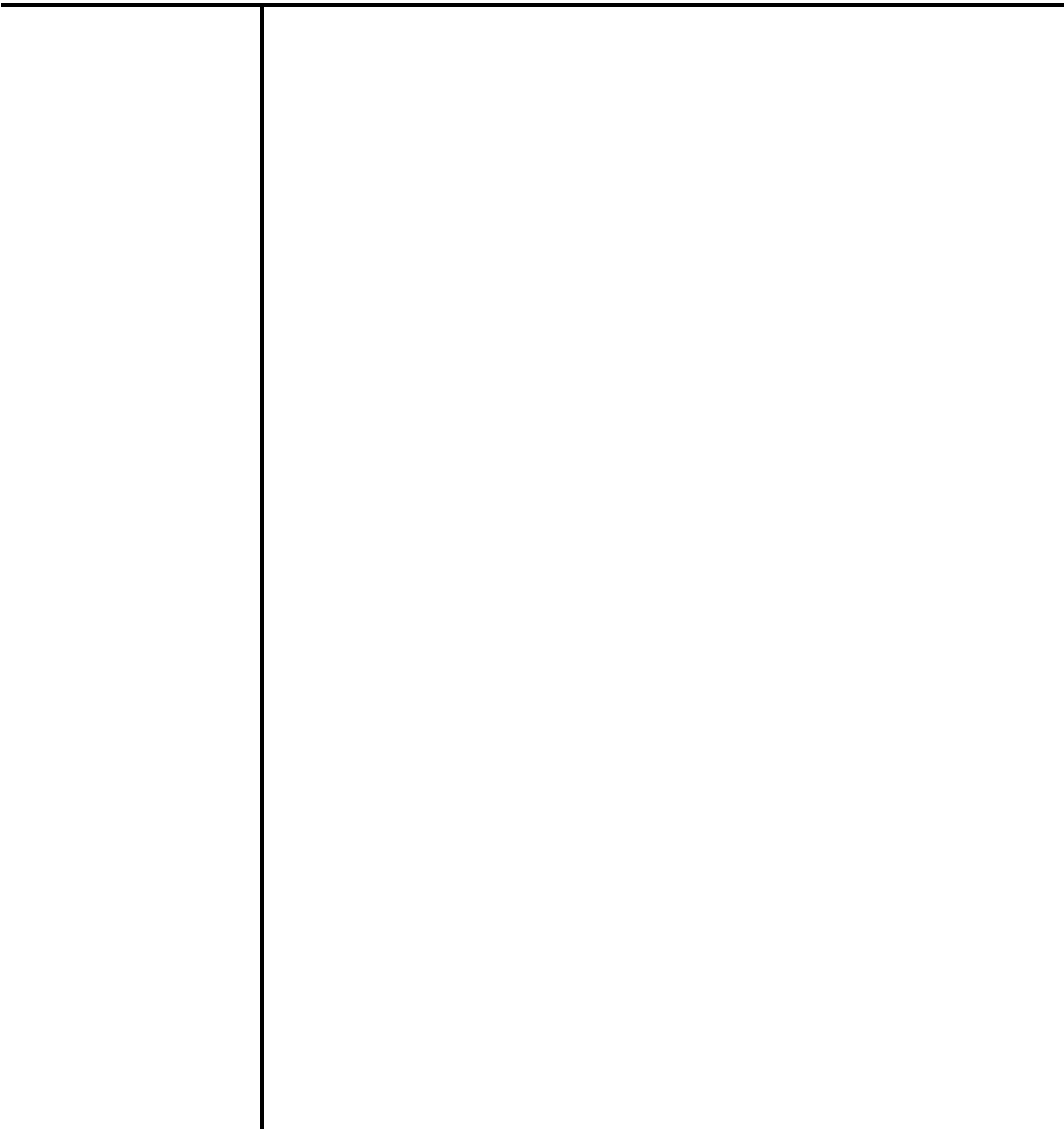
The contracted yearly price breakdown is as follows.

Year	Total Annual Dollar Amount
1	\$43,400.00
2	\$44,702.00
3	\$46,043.00
4	\$46,043.00
5	\$46,043.00

Total value of the contract over the 5 years is \$226,231.

Process/Timeline:

The contract will go into effect once approved and signed. It is a 5-year contract with the option for the City to renew on a yearly basis after the 5 years



Planned Service Proposal



CUSTOMER
CITY OF WEST FARGO

LOCAL JOHNSON CONTROLS OFFICE
2320 12TH ST N
FARGO,ND 58102-1806

AGREEMENT START DATE:
02/01/2023

PROPOSAL DATE:
01/05/2023

ESTIMATE NO:
1-13ASR6DX



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR CITY OF WEST FARGO

Dear Mr. Sibenaller,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years Starting 02/01/2023 and ending 01/31/2028.
- The agreement price for first year is \$43,400.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Nicholas Thomes
Account Representative-Owner Direct
(763) 923 – 9170
Nicholas.john.thomes@jci.com

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. Identify Energy Savings Opportunities

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. Reduce Future Repair Costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. Extend Asset Life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. Ensure Productive Environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. Promote Environmental Health and Safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility.



In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Basic Coverage

Inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommendations will focus on Johnson Controls 5 Values of Planned Maintenance.

Premium Coverage

Inspection, maintenance, and repair program for customers who want budget predictability and protection from unplanned failures of covered systems.

Description	Basic	Premium*
Scheduled Operational Inspections	✓	✓
Scheduled Comprehensive Maintenance and Data Backup	✓	✓
Scheduled Service Parts	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts*		✓
Unscheduled Repair Labor*		✓
24/7 Extended Service Hours		✓

Service Options Included with this Proposal:

- ☒ Basic Service:
 - Task based labor and parts based on the Schedule A list of services.
 - Provided via a collaborative schedule during JCI's normal business hours
- ☐ Premium Service: Business Hours
 - On-site repair services will be provided during JCI's normal business hours
- ☐ Premium Service: 24-5 Extended
 - JCI will provide response 24 hours a day, 5 days a week
 - Monday thru Friday, except JCI holidays
- ☐ Premium Service: 24-7 Extended
 - JCI will provide on-site response 24 hours a day, 7 days a week; Includes Holidays

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

Planned Service Agreement

Customer Name : CITY OF WEST FARGO
Address: 800 4TH AVE E WEST FARGO,ND 58078-2015
Proposal Date: 01/05/2023
Estimate #: 1-13ASR6DX

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Renewal

This Agreement takes effect on 02/01/2023 and will continue until 01/31/2028 ("Original Term"). The Agreement will renew on a year-to-year basis after the Original Term ends, if the customer gives written notice they want to renew. The notice must be delivered at least (45) days prior to the expiration of the original term or an extension of time of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$43,400.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Year	Total <u>Annual</u> Dollar Amount
1	\$43,400.00
2	\$44,702.00
3	\$46,043.00
4	\$46,043.00
5	\$46,043.00

Pricing Breakdown per Building:

- Police Department/City Hall & Public Works - \$14,500.00
- New Fire Station - \$13,945.00
- South Fire Station - \$7,355.00
- ADS Software Subscription (covers all sites tied into the server) - \$7,600.00

Option 1: Add (2) Metasys Technician Semi-Annual Visits to adjust, troubleshoot and resolve building automation issues. This also includes creating local backup files, custom report management, graphic and user-point adjustments.

ADD \$2,980.00 to the above price. _____ Initial to accept.

Option 2: Add (4) Metasys Technician Quarterly Visits to adjust, troubleshoot and resolve building automation issues. This also includes creating local backup files, custom report management, graphic and user-point adjustments.

ADD \$5,700.00 to the above price. _____ Initial to accept.

Invoices will be sent to the following location:

CITY OF WEST FARGO
Attn: Accounts Payable
800 4TH AVENUE EAST
WEST FARGO, ND 58078

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

- ☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.			
By: Nicholas Thomes		By:	
Signature:		Signature:	
Title: Assoc Acct Rep Owner	Date:	Title:	Date:
Signature:		Customer PO#:	
Title:	Date:		

Schedule A- Police Department & City Hall Buildings (800 4th Ave E- West Fargo, ND 58078)

Metasys Software Subscriptions

Quantity: Semi-Annual
Coverage Level: Basic
Equipment: Block Hours
Style: Controls
Type: Metasys
Size: ADS/NAE

JCI:

- Annual ADS Software Subscription
Includes Technician Installation
Labor (Covers all locations tied into
the server)

OWNER:

Daily Inspection / Alarm Monitoring
Seasonal Changes

Asset #

Building Automation

Manufacturer

Johnson Controls

Model #

ADS/NAE

Boilers

Quantity: 2
Coverage Level: Basic
Equipment: Boilers
Style: High-Efficiency
Type:
Size:

JCI:

1 Comprehensive Boiler Inspection
1 Operational Mid-Season Inspection
1 Combustion Analysis

OWNER:

- Daily Inspection / Alarm Monitoring

Asset #

B-1&2

Manufacturer

-

Model #

-

Year Installed

-

Pumps

Quantity: 8
Coverage Level: Basic
Equipment: Pump
Style: Hot Water/ Circulating
Type: 0-10 HP
Size: NA

JCI:

1 Annual Comprehensive Inspection

OWNER:

4 Quarterly Visual Inspection

Asset #

P1-8

Manufacturer

Bell & Gossett

Model #

--

Year Installed

-

Air Handler

Quantity: 4
Coverage Level: Basic
Equipment: Air Handling Unit
Style: Hot Water
Type: 0-10 HP
Size: NA

JCI:

Services Visits

2 Operational Inspection

OWNER:

1 Annual Belt Change
4 Quarterly Filter Changes

Asset #

AHU 1-4

Manufacturer

-

Model #

-

Year Installed

-

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
 PREPARED FOR CITY OF WEST FARGO

Liebert Unit			
Quantity: 1 Coverage Level: Basic Equipment: Chiller Style: Air Cooled Type: VSD Screw Size: <150 Tons		JCI: Services Provided 1 Cooling Comprehensive 1 Operational Inspection OWNER: n/a	
Asset #	Manufacturer	Model #	Year Installed
CRAC-1	Liebert	-	-

Roof Top Units			
Quantity: 3 Coverage Level: Basic Equipment: Roof Top Unit (RTU) Style: Heat/ Cool Type: DX Size: 3-25 Tons		JCI: Services Provided 2 Operational Inspections- (Heating/ Cooling Season) OWNER: 1 Annual Belt Change 4 Quarterly Filter Changes 1 A/C Start Up	
Asset #	Manufacturer	Model #	Year Installed
RTU-1	-	-	-

Air-Cooled Condensing Units			
Quantity: 4 Coverage Level: Basic Equipment: ACCU Style: Air Cooled Type: Condensing Unit Size: 5-40 Tons		JCI: Services Provided 1 Comprehensive 1 Operational OWNER: n/a	
Asset #	Manufacturer	Model #	Year Installed
ACCU 1-4	Aeon	-	Varies

Schedule A- Public Works Building (810 12th Ave NW- West Fargo, ND 58078)

Metasys Inspections

Quantity: Semi-Annual
Coverage Level: Basic
Equipment: Block Hours
Style: Controls
Type: Metasys
Size: ADS/NAE

JCI:

- On a service call basis.

OWNER: Daily Inspection / Alarm Monitoring
Seasonal Changes

Asset #

Building Automation

Manufacturer

Johnson Controls

Model #

ADS/NAE

Roof Top Units

Quantity: 7
Coverage Level: Basic
Equipment: Roof Top Unit (RTU)
Style: Heat/ Cool
Type: DX w/ HW
Size: 6-20 Tons

JCI:

Services Provided

1 A/C Start Up
1 Condenser Coil Cleaning
2 Semi-Annual Filter Changes
1 Annual Belt Change
1 Heating Season Comprehensive Inspection

OWNER:

1 Visual Inspections

Asset #

RTU-1
RTU-2
RTU-3
RTU-4
RTU-5
RTU-6
RTU-7

Manufacturer

Aaon
Aaon
Aaon
Aaon
Aaon
Aaon
Aaon

Model #

RN-026
RN-025
RN-016
RN-016
RN-016
RN-020
RN-011

Year Installed

2020
2020
2020
2020
2020
2020
2020

Unit Heaters (Suspended)

Quantity: 16
Coverage Level: Basic
Equipment: Unit Heater
Style: Cabinet/Suspended
Type: Water
Size: Various

JCI:

Services Provided

1 Comprehensive Inspection

OWNER:

n/a

Asset #

UH-1-16

Manufacturer

Model #

Year Installed

Schedule A- Lift Stations

Make-Up Air Units

Quantity: 2
Coverage Level: Basic
Equipment: Make-Up Air Units
Style: Hot Water
Type: 0-10 HP
Size: NA

JCI:

Services Visits

2 Operational Inspection

OWNER:

1 Annual Belt Change
4 Quarterly Filter Changes

Asset #
MAU 1-2

Manufacturer
-

Model #
-

Year Installed
-

Unit Heaters (Suspended)

Quantity: 20
Coverage Level: Basic
Equipment: Unit Heater
Style: Suspended
Type: Natural Gas
Size: Various

JCI:

Services Provided

1 Comprehensive Inspection

OWNER:

n/a

Asset #
CUH-1,2
CUH-3,4
CUH-5

Manufacturer
Rittling
Rittling
Rittling

Model #
RWI-310-03
RWI-310-03
RFRC-420-08

Year Installed
2020
2020
2020

Schedule A – New Fire Station (1201 10th Ave. E)

Metasys Inspections

Quantity: Semi-Annual
Coverage Level: Basic
Equipment: Block Hours
Style: Controls
Type: Metasys
Size: ADS/NAE

JCI:

- On a service call basis.

OWNER: Daily Inspection / Alarm Monitoring
Seasonal Changes

Asset #
Building Automation

Manufacturer
Johnson Controls

Model #
ADS/NAE

Year Installed
2023

Chiller

Quantity: 1
Coverage Level: Basic
Equipment: Chiller
Style: Air-Cooled
Type: VSD Screw
Size: -

Services Provided

1 SpringA/C Start-Up
1 Mid-Summer Inspection
1 Oil Analysis (2 Circuits)
1 Seasonal Shut-Down

Asset #
CH-1

Manufacturer
York

Model #
YVAA

Installed:
-

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Fluid Cooler

Quantity: 1
 Coverage Level: Basic
 Equipment: Chiller
 Style: Air-Cooled
 Type: VSD Screw
 Size: -

Services Provided

1 Comprehensive Inspection done at the same time as the air-cooled chiller.
 1 Mid-Season Inspection

Asset #

CH-1

Manufacturer

Krack

Model #

FEVF122

Installed:

2023

Boilers

Quantity: 2
 Coverage Level: Basic
 Equipment: Boiler
 Style: Gas-Fired
 Type: High-Efficient
 Size: <50 HP

JCI:

Services Provided

1 Combustion Analysis
 1 Boiler Start-Up
 1 Mid-Season Operational Inspection

OWNER:

- Visual Inspection/Alarm Monitoring

Asset #

B1&2

Manufacturer

Thermal Solutions

Model #

ARC-1500

Year Installed

2023

Pumps

Quantity: 5
 Coverage Level: Basic
 Equipment: Pump
 Style: Hot Water/Boiler/Chilled-Water
 Type: Circ
 Type: 0-10 HP
 Size: NA

JCI:

Services Visits

1 Comprehensive Inspection

OWNER:

- Visual Inspections

Asset #

P-1,2,3

Manufacturer

Bell & Gossett

Model #

e-80 3x3x9 5C

Year Installed

2023

BP-1,2

Bell & Gossett

EcoCirc XL 40-200

2023

Air Handlers

Quantity: 3
 Coverage Level: Basic
 Equipment: Air Handling Unit
 Style: Hot Water
 Type: 0-10 HP
 Size: NA

JCI:

Services Visits

2 Operational Inspection

OWNER:

1 Annual Belt Change
 4 Quarterly Filter Changes

Asset #

AHU-1

Manufacturer

Trane

Model #

UCCA21

Year Installed

2023

AHU-2

Trane

YCCAG21

2023

AHU-3

Trane

UCCA17

2023

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Energy Recovery Units			
Quantity: 3 Coverage Level: Basic Equipment: Energy Recovery Unit Style: Energy Recovery Type: 0-10 HP Size: NA		JCI: Services Visits 2 Operational Inspection OWNER: 1 Annual Belt Change 4 Quarterly Filter Changes	
Asset # ERU-1,2,3	Manufacturer Renewaire	Model # HE3XINV	Year Installed 2023
Make-Up Air Units			
Quantity: 3 Coverage Level: Basic Equipment: Make-Up Air Unit Style: Direct Fire Natural Gas Type: 0-10 HP Size: NA		JCI: Services Visits 1 Annual Operational Inspection OWNER: 1 Annual Belt Change 4 Quarterly Filter Changes	
Asset # MAU-1,2,3	Manufacturer Greenheck	Model # DGX-P122-H22-MF	Year Installed 2023
Fan Coils			
Quantity: 5 Coverage Level: Basic Equipment: Fan Coil Unit Style: Hot Water/Chilled Water Type: 0-10 HP Size: NA		JCI: Services Visits - On a service call basis. OWNER: 4 Quarterly Filter Changes	
Asset # FCU-1,2,3,4,5	Manufacturer Multiaqua	Model # CFFWA-20	Year Installed 2023

Schedule A – South Fire Station (445 29th Ave W)

Heat Pumps

Quantity: 2
Coverage Level: Basic
Equipment: Heat Pump
Style: Variable Refrigerant Flow (VRF)
Type: -
Size: NA

JCI:

Services Provided

2 Operational Inspection

OWNER:

n/a

Asset

HP-1,2

Manufacturer

Daikin

Model

REMQ96PATJ

Year Installed

2010

Unit Heaters (Suspended)

Quantity: 5
Coverage Level: Basic
Equipment: Unit Heater
Style: Suspended
Type: Natural Gas
Size: Various

JCI:

Services Provided

1 Comprehensive Inspection

OWNER:

n/a

Asset

SUH-1,2,3,4

Manufacturer

Modine

Model

EB-C-40

Year Installed

2010

Electric Boilers

Quantity: 2
Coverage Level: Basic
Equipment: Boiler
Style: Electric
Type: High-Efficient
Size: <50 HP

JCI:

Services Provided

1 Comprehensive Inspection
1 Operational Inspection

OWNER:

- Visual Inspection/Alarm Monitoring

Asset

B1&2

Manufacturer

Slant-Fin

Model

-

Year Installed

2010

VRF Indoor Heads

Quantity: 22
Coverage Level: Basic
Equipment: Boiler
Style: Gas-Fired
Type: High-Efficient
Size: <50 HP

JCI:

Services Provided

2 Comprehensive Inspections

OWNER:

- Visual Inspection/Alarm Monitoring

Asset

FC100-FC117,FC2.1-2.5

Manufacturer

Daikin

Model

FXAQ07

Year Installed

2010

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Roof Top Unit			
Quantity: 1		JCI:	
Coverage Level: Basic		Services Provided	
Equipment: Roof Top Unit (RTU)		2 Operational Inspections- (Heating/ Cooling Season)	
Style: Heat/ Cool		OWNER:	
Type: DX		1 Annual Belt Change	
Size: 3-25 Tons		4 Quarterly Filter Changes	
		1 A/C Start Up	
		1 Condenser Coil Cleanings	
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
RTU-1	-	-	-

Special Additions and Exceptions

The Agreement Scope and Coverage as described in these documents will be reviewed and modified annually. The pricing as described above is for the initial plan as described in these documents and will be negotiated annually in good faith based on the modified and agreed on scope and coverage.

JCI is to continue to provide support to City of West Fargo's maintenance staff regarding facility and equipment changes, challenges, technical issues and recommendations.

Any item not covered under the planned service agreement will be brought to the attention of the customer and invoiced separately from the planned service agreement. These items will be invoiced at the prevailing base labor of **10% off** or on a quoted basis upon request. Our Service Team is available 24x7 and can be dispatched as requested to resolve any service needs outside of the scope identified under Schedule A.

Metasys Software Subscription

We will provide the most recent software release allowed by the hardware and operating systems of your existing computers and servers for the number of years specified. Labor to install the updates is available as an additional option. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Metasys Technician Visits

When new building automation systems are installed, they adhere to building plans, specifically a sequence of operations laid out by an engineer. Rarely is the system perfectly set to accommodate the building and its occupants perfectly. We work with many customers to take an active role in adjusting their system, educating their staff, adjusting and scheduling their system along with backing up the system as technology changes. Many times we can help adjust the system to run for energy efficient and thus save the customer time and money. Finally, understanding the Metasys system is very valuable as end-users can diagnose and trouble-shoot issues within a building far more effectively and efficiently.

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. CONNECTED SERVICES. If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no warranty or guarantee relating to the Connected Services.

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are

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provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the

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Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO**

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CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below. Nothing herein shall be deemed a waiver by Customer of the limits of liability set forth in N.D.C.C. § 32-12.1-03, or a waiver of any available immunities or defenses. The Customer's obligation to indemnify JCI shall be limited by the limitation of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. **CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.**

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls.

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

PREPARED FOR CITY OF WEST FARGO

"Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing

materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR CITY OF WEST FARGO

affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

Project No. 2261 - 2023 Mill & Overlay Project

Mill & Overlay of Various Neighborhoods

Asphalt Resurfacing, Concrete ADA Ramps and Incidentals

City Commission Meeting

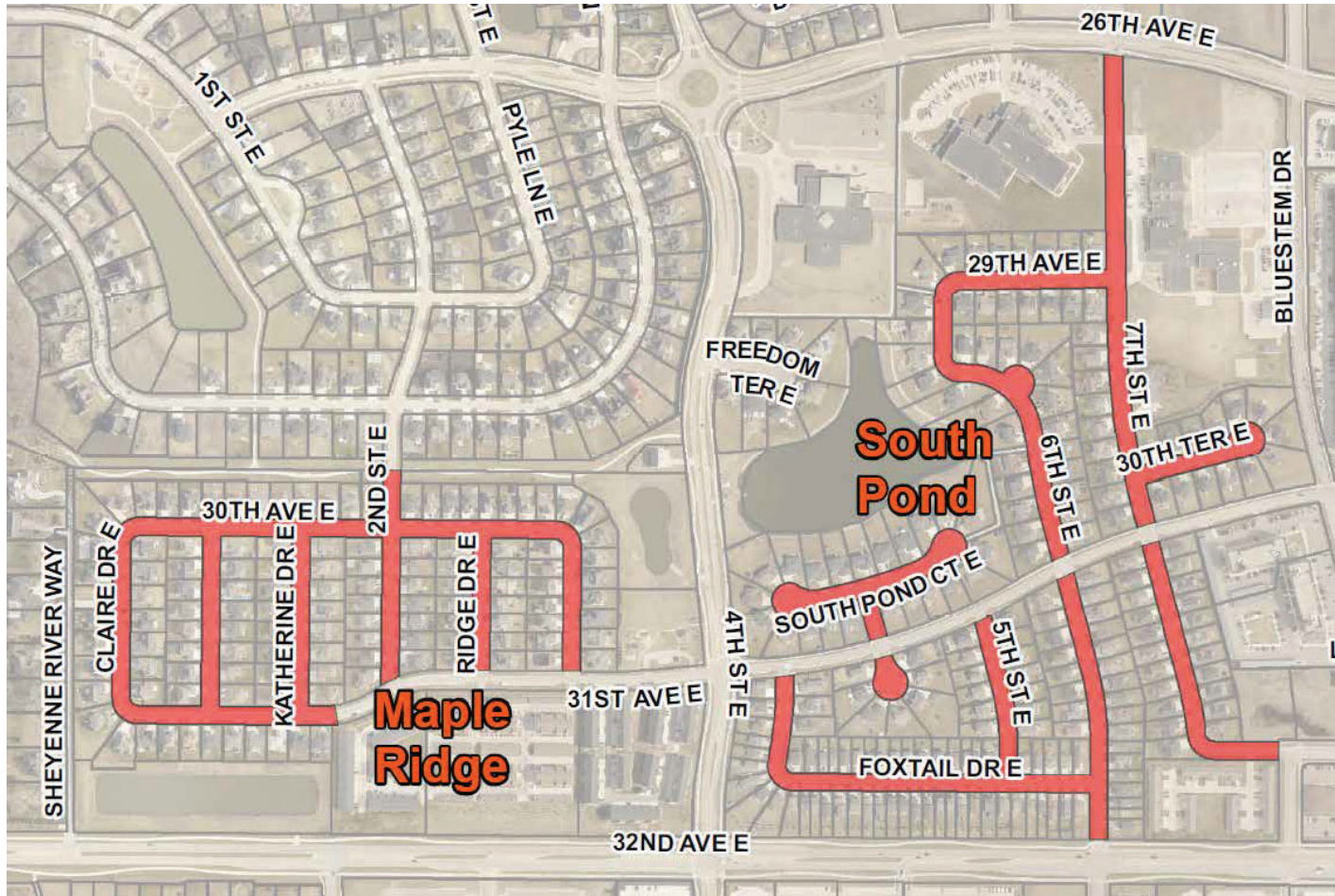
Presented February 6, 2023



December 19, 2022 Commission Meeting

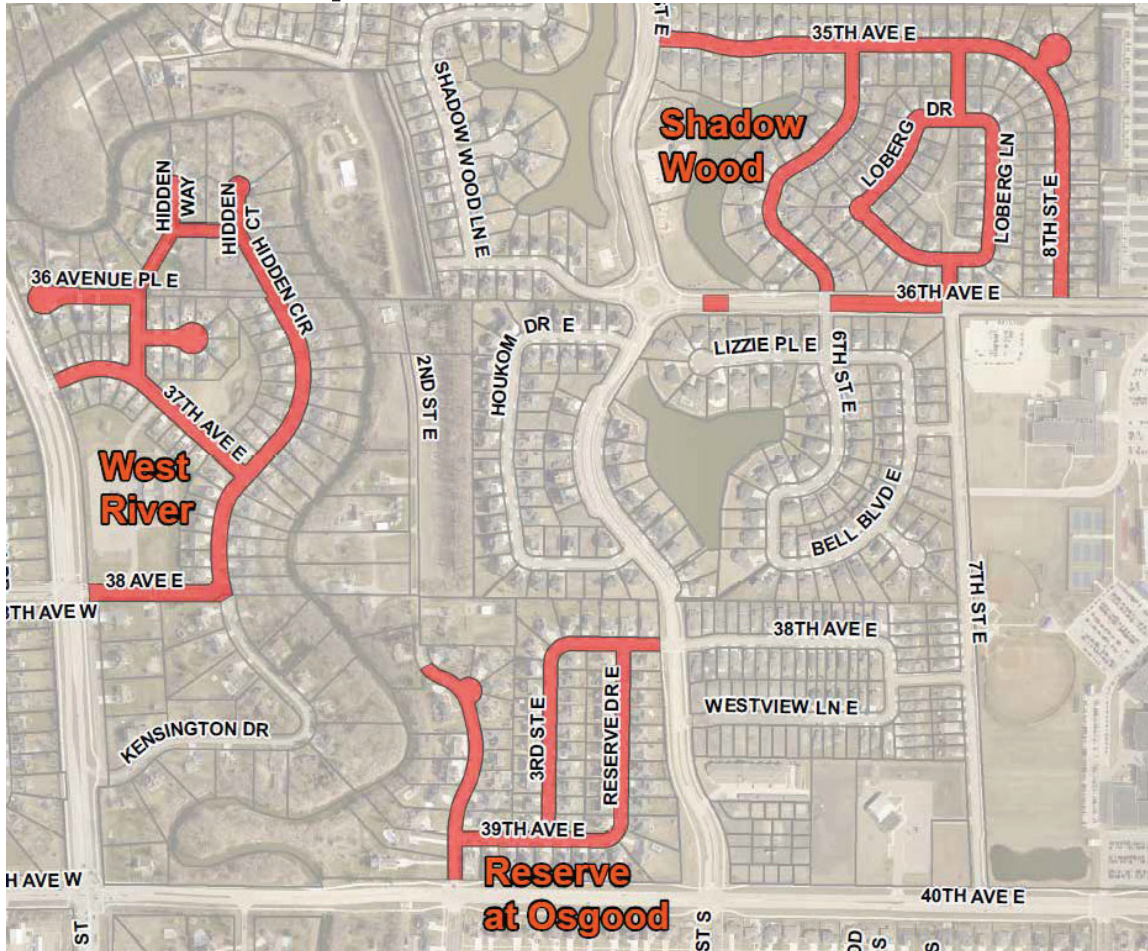
- The following information was discussed:
 - M&O Projects revitalize pavement, extending the life cycle of a roadway which saves the City substantial costs over time.
 - Typically M&O projects are scheduled in or around the 10 to 15 year mark in a pavement's life cycle.
- Commission directed Engineer to Prepare a Report

Areas Proposed to be Milled & Overlaid



- Maple Ridge at the Preserve
 - 1st and 2nd Additions
- South Pond at the Preserves
 - 1st, 2nd, 4th, and 7th Additions

Areas Proposed to be Milled & Overlaid Cont'd



- West River
 - 1st and 2nd Additions
- Shadow Wood
 - 1st and 2nd Additions
- Reserve at Osgood
 - 1st Addition

Areas Proposed to be Milled & Overlaid Cont'd

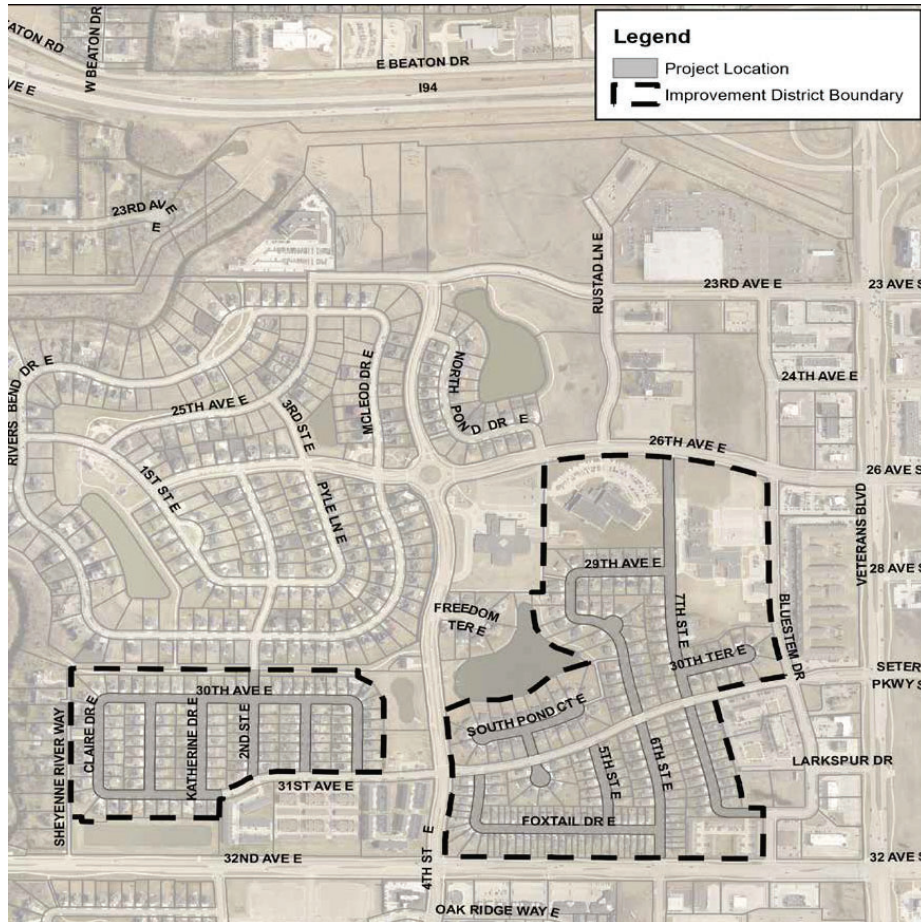


- Westport Beach
 - 1st, 2nd, and 4th Additions
- The Wilds
 - 1st, 2nd, 4th, and 14th Additions

Project Specifics

- Neighborhoods proposed were constructed 10 – 15 years ago
- Various street issues identified
 - Areas of settlement
 - Sumped or broken curb
 - Asphalt failures
- Bid two separate projects
 - One project by a Consultant
 - One project by City Engineering Department
 - Only one improvement district

Assessment District to Include the Following:



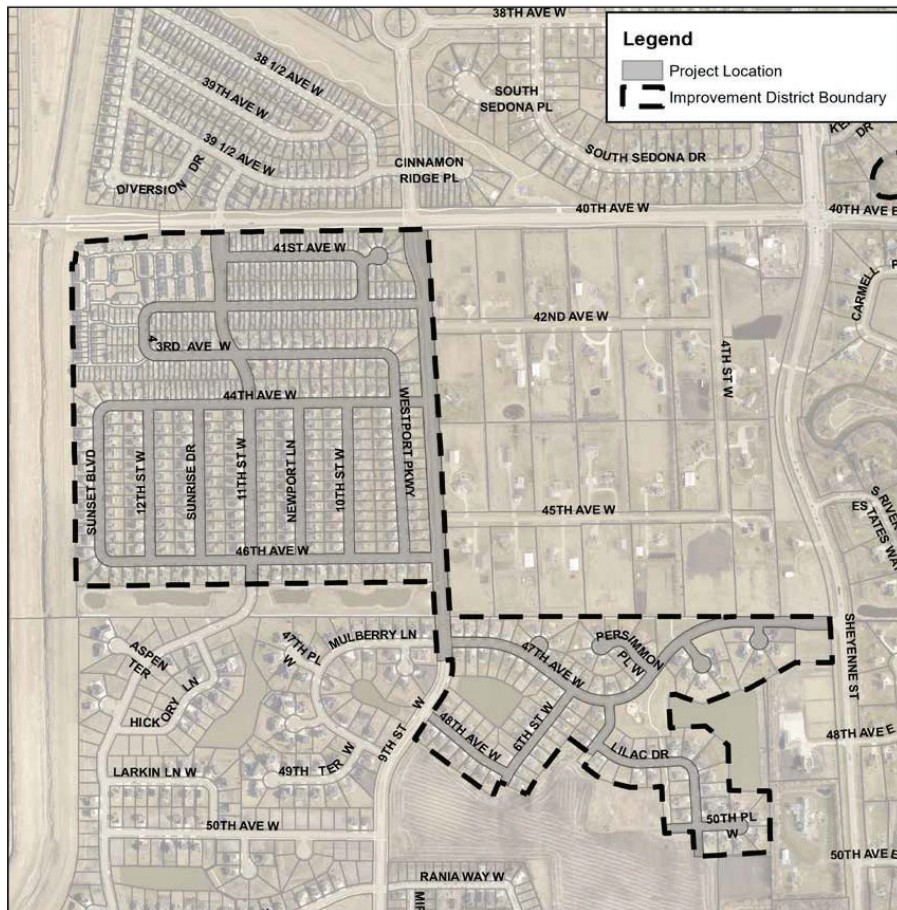
- Maple Ridge at the Preserve
 - 1st and 2nd Additions
- South Pond at the Preserves
 - 1st, 2nd, 4th, and 7th Additions

Assessment District to Include the Following:



- West River
 - 1st and 2nd Additions
- Shadow Wood
 - 1st and 2nd Additions
- Reserve at Osgood
 - 1st Addition

Assessment District to Include the Following:



- Westport Beach
 - 1st, 2nd, and 4th Additions
- The Wilds
 - 1st, 2nd, 4th, and 14th Additions

Estimated Project Costs

- Local M&O Areas (80% Assessed): \$4,712,000
- Local M&O City Contribution (20% City Cost): \$1,178,000
- Regional City Contribution (9th St / 36th Ave) \$ 280,000
- Regional City Contribution (ADA): \$1,730,000
- Total Estimated Project Costs: \$7,900,000
 - Estimated City Cost: \$3,188,000 (~40%)
 - Estimated Assessed Cost: \$4,712,000 (~60%)



Assessment Funding Information

- Total Estimated Assessed Cost: \$4,712,000
 - Total Equivalent Units (EU) 1,417.4
 - Single Family Residential = 1 EU
 - Multi Family Residential = 0.6 EU
 - Oversized Commercial = EUs based on Front Footage
 - Estimated Assessed Cost per EU: \$3,325
- Estimated Specials Payment (Assumed 5% Interest)
 - 25 years \$235.92 Annual (\$19.66 Monthly)
 - 15 Years \$320.34 Annual (\$26.69 Monthly)

City Funding Information

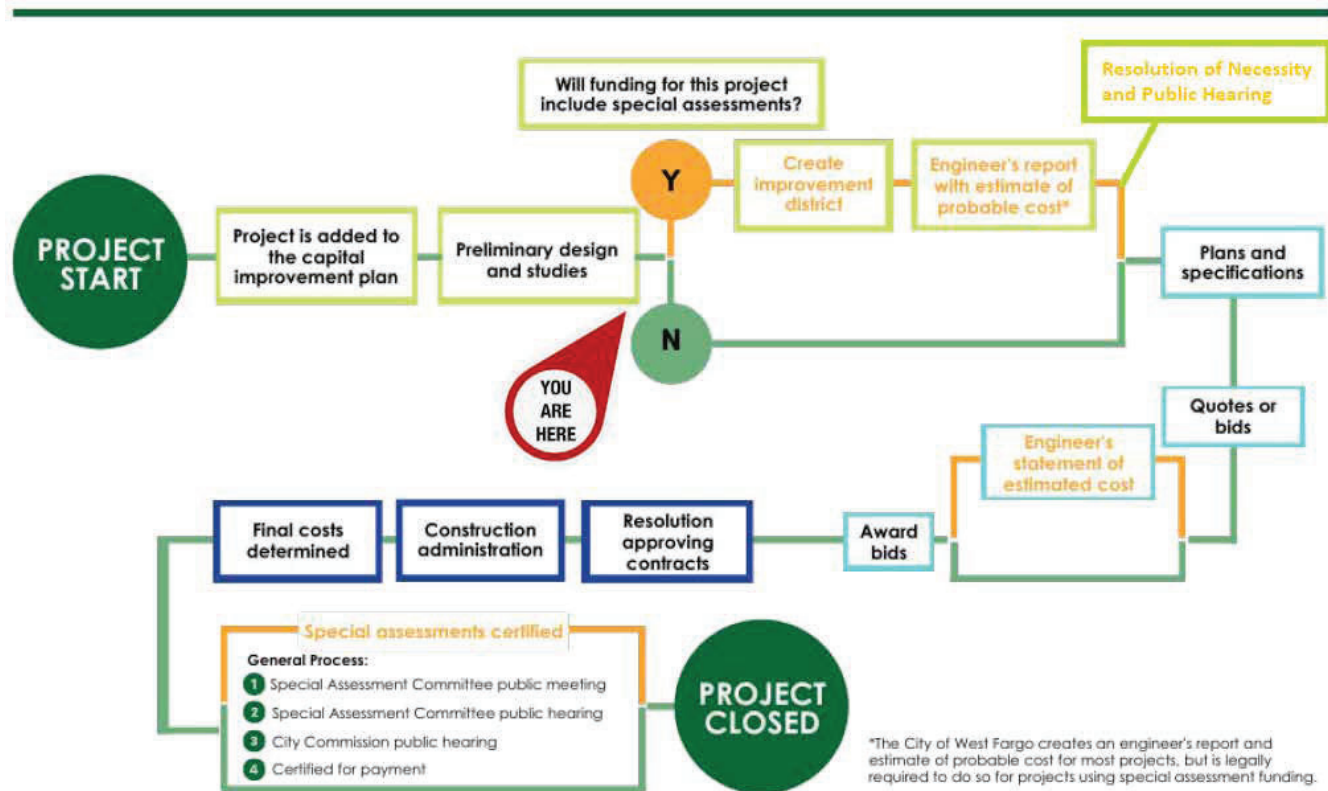
- Total Estimated City Costs:

• Local City Contribution (20% City Cost):	\$1,178,000
• Regional City Contribution (9 th St / 36 th Ave)	\$ 280,000
• <u>Regional City Contribution (ADA):</u>	<u>\$1,730,000</u>
• Total	\$3,188,000

- It is assumed that the City's portion of the project costs will be paid utilizing Capital Improvement Sales Tax.

City of West Fargo Process for Contracts and Improvements

- Improvement Process Overview



Century Code – Improvements by Special Assessments



- ___ Create the improvement district by resolution (40-22-08)
- ___ Direct the engineer to prepare the Engineer's Report (40-22-10)
- ___ Approve the Engineer's Report (40-22-11)
- ___ Adopt a Resolution of Necessity (except water or sewer or petition of majority) (40-22-15)
- ___ Publish Resolution of Necessity 1 per week for 2 weeks
- ___ 30 days to file protests after date of first publication
- ___ Hearing at next meeting to determine sufficiency of protests and a majority of area protesting is bar to proceeding
- ___ Direct engineer to prepare detailed plans and specifications (40-22-11)
- ___ Approve plans and specifications and file with city auditor (40-22-11 and 14)
- ___ Direct city auditor to advertise for bids (40-22-19 and 48-10.1-03) in official newspaper and in a trade publication
- ___ Publish ad for bids 1 per week for 2 weeks (40-22-19 and 48-01.1-03)
- ___ Bid opening not less than 14 days after first publication (49-01.1-03)
- ___ Determination as to type of paving if applicable (40-22-28)
- ___ Bidders bond (5%) and contractor's license required (48-01.1-05)
- ___ Bids entered on minutes and referred to engineer for statement of estimates costs (40-22-29)
- ___ Accept bid and award contract (unless more than 40% over estimate) or reject all bids (48-01.1-07)
- ___ Bond required for performance and payment (48-02-06.2)
- ___ Construction Contract (40-22-35 and 36)
- ___ Issue improvement warrants/bonds (40-24-19)



If the Commission Wishes to Proceed with the Project Utilizing Special Assessments:

- Action Items
 - Create the Improvement District
 - Direct Engineer to Prepare Report
 - Approve Engineer's Report
 - Adopt Resolution Declaring work Necessary
 - Direct Engineer to Prepare a Task Order for Basic Services





Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Improvement District No. 2261

2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals
(Various Neighborhoods)

General Nature (Scope)

In the years following the installation of an asphalt road section the roadways deteriorate and utility trench settlement occurs. To revitalize the pavement surface and section and to increase the life cycle of the roadway it is recommended that a mill and overlay be applied. This will smooth out the surface creating a better ride quality as well as extending the life cycle of the roadway. In addition to the roadway resurfacing, current ADA laws require that all ADA ramps in the project areas be ADA compliant.

Purpose

In the life cycle of an asphalt roadway, it is recommended at 10-15 years to perform an overlay which removes the deteriorated top lift of asphalt and installs a new wearing course, thereby renewing the roadway section and surface which extends the life of the roadway. This project targets roadways that were constructed in this time frame.

Feasibility

This project will be paid for utilizing both City funds as well as Special Assessments. The City funds anticipated to be used are capital improvement sales tax. It is recommended that the assessments are assessed over a term of 15 years.

District Creation Considerations

N.D.C.C. § 40-22-10

The special assessment district for this project was determined to be all properties abutting the project be assigned an Equivalent Unit (EU) with multi family units being assessed at 0.6 units. Additionally, oversized properties abutting the property were assessed at an EU that is based on the front footage of street as compared to an average width lot.

Estimate of Probable Cost

Construction		\$6,487,094.49
Bid Proposal Items	\$5,713,869.08	
Contingency (~15%)	\$773,225.41	
Consultant (Design/Construction)		\$829,748.03
Legal & Administration		\$323,976.38
Land Acquisition		\$
Utility Relocation		\$
Bonding/Interest		\$259,181.10
Total Estimated Cost		\$7,900,000

Source of Funds

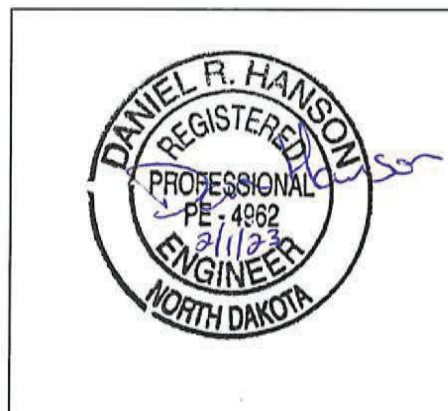
Special Assessments		\$4,712,000
City Funds		\$3,188,000
Capital Impr. Sales Tax	\$3,188,000	
Total		\$7,900,000

Supporting Documents (available upon request)

- A. Consultant's Feasibility Study showing detailed cost estimate
- B. PowerPoint Presentation summarizing the project

The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.


Daniel R. Hanson, P.E.
ND Registration No. 4962



Commissioner ____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING IMPROVEMENT DISTRICT NO. 2261 – 2023 MILL AND
OVERLAY, CURB AND GUTTER REPLACEMENTS, AND INCIDENTALS OF THE CITY
OF WEST FARGO, NORTH DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to milling and overlaying various roadways in developments that were constructed approximately 10 to 15 years ago across the City to be constructed and made in Improvement District No. 2261 – 2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a mill & overlay project within the said City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Improvement District No. 2261 – 2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals of the City of West Fargo, North Dakota, and the project location shall be City wide.

Dated: February 6, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to complete a mill and overlay project in developments that were constructed approximately 10 to 15 years ago across the City of West Fargo in connection with the above specified improvements, be constructed and made in Improvement District No. 2261 – 2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: February 6, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District No. 2261 – 2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals.

Dated: February 6, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

"""" Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DECLARING WORK NECESSARY

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota that it is hereby found and declared that it is necessary to construct an improvement in and for Improvement District No. 2261 – 2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals. Improvements will consist of milling and overlaying asphalt roadways, curb and gutter spot replacement, boulevard grading, turf establishment, other miscellaneous installations, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, in accordance with and as described in the resolution creating said district, and the Engineer's Report which has been prepared by the Engineer for the City of West Fargo and approved by this commission which resolution and Engineer's Report together with an estimate of the probable cost of the work, are now on file in the office of the City Auditor and are open to public inspection.

BE IT FURTHER RESOLVED that a portion of the cost of said improvement be specially assessed against the benefited property in said improvement district in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

BE IT FURTHER RESOLVED that the owners of the property liable to be specially assessed for said improvements may file written protests against the said improvements within thirty (30) days after first publication of this resolution, and this Board shall at its next meeting after the expiration of said period, to-wit: On the 20th day of March, 2022, at 5:30 p.m meet at the City Commission Chamber in City Hall , 800 fourth Avenue East, West Fargo, for the purpose of hearing and determining the sufficiency of any protests so filed and of taking any such further action with respect to said improvements as may then deemed necessary and expedient.

BE IT FURTHER RESOLVED that the City Auditor is hereby authorized and directed to cause this resolution, including a map of the improvements directed, to be published once each week for two consecutive weeks in The Forum, the official newspaper of the City of West Fargo, North Dakota.

Dated: February 6, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION MODIFYING WATER RATE

WHEREAS, in 2016, the City of West Fargo entered into a contract to purchase water from the City of Fargo at a rate that would not increase until at least June 1, 2020; and

WHEREAS, the representatives from West Fargo and Fargo have been in negotiations to review a proposed increase in rates by the City of Fargo; and

WHEREAS, the rate currently charged for municipal water is a \$7.00 per 1,000 residential/commercial user cost; and

WHEREAS, the rate currently charged for water used by Cass Rural Water Users is a \$5.00 per 1,000 residential/commercial user cost; and

WHEREAS, it is necessary to increase the rate for both municipal water and water used by Cass Rural Water Users.

NOW THEREFORE, be it resolved that the rate charged to municipal water users is hereby increased to \$7.40 per 1,000 residential/commercial user cost.

NOW THEREFORE, be it further resolved that the rate charged to Cass Rural Water Users is hereby increased to a \$5.40 per 1,000 residential/commercial user cost.

Dated: February 6, 2023.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.
The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



To: West Fargo City Commission
From: Casey Sanders-Berglund, Economic Development Manager
Date: January 16, 2023
Subject: Noble Hare Enterprise Grant
Action: Approval of Enterprise Grant at \$75,000

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary:

Noble Hare is an experience driven cocktail bar that will have a focus on whiskey and wine. This new space will offer a sectioned off area that will feature a wall of whiskey lockers as well as an egomatic wine service. The owner aims to have small foods that are not found commonly in our community. With education, some unique events, and a space that can be enjoyed for meetings or conversations this space strives to be a destination. The ideal open after construction would be April of 2023.

Policy Analysis:

Noble Hare is working with EPIC on fitting up the corner lot at THE FIRM which looks out to the POW/MIA plaza. This is within the DMU zone and the overall construction cost is projected to be \$366,331.00 with furniture costs projected at over 100,000 as well.

Financial Analysis:

With the overall project cost estimated at over \$450,000 this meets the maximum threshold of \$150,000 with 50% or \$75,000 potential award.

Economic Development Advisory Committee Recommendation:

At their January 5th meeting the Economic Development Advisory Committee unanimously voted to recommend approval of the proposed project with no objections.

The highlight of the discussion was activating a vacant space, the uniqueness of the operations, and that it supports the goals of the Downtown Mixed Use area. There were concerns about parking in the Downtown space. When discussing parking the hours of operation (Tue-Sat 11am-12am and Sundays 4pm-11pm) where a large part of the discussion and that many of the businesses will not be open during a large chunk of their potential peek times which will lean towards shared parking. The owner stated that he plans to have parking suggestions and walk routes prepared to share with customers. Lastly, the discussion centered around parking and how we need business to activate the area and continue the city lead parking discussions to support continued growth.

CITY OF WEST FARGO ECONOMIC DEVELOPMENT

STAFF REPORT

Noble Hare – Enterprise Grant (Within the FIRM)

344 Sheyenne St Unit C

LOT 2 BLK 1 PIONEER PLACE 2ND UNIT C

Applicant: Noble Hare

Owner: Isaac Olson

Staff Contact: Economic Development

Casey Sanders

Economic Development Advisory Committee:

January 5th 2023

West Fargo Public School District:

N/A

Cass County Board of Commissioners:

N/A

Public Hearing:

N/A

City Commission:

January 16th 2023**PURPOSE:**

The applicant is proposing an infill project which would renovate the corner lot overlooking the POW/MIA plaza. The project would aim to offer a unique experience driven bourbon and wine bar in the heart of downtown West Fargo. From a sectioned off bourbon room with liquor lockers available, specialty events, wine tasting and endless handcrafted cocktails. The goal here is to have a space in which conversations can be enjoyed and education about flavors and pairing can be shared about the specialty beverages. There will be small foods served like charcuterie boards, lefse and flat breads.

STATEMENTS OF FACT:

Land Use Classification:	G-4A: Core-Retrofit Growth Sector
Existing Land Use:	N/A
Existing Improvements:	N/A
Identified Blight or Slum:	No
Relocation Requirements:	None
Current Zoning District(s):	DMU: Downtown Mixed Use
Zoning Overlay District(s):	None
Total area size:	2,300 SF (rough number from Zach @ Epic)
Adjacent Zoning Districts:	North and West: DMU: Downtown Mixed Use District South and East: R-3: Multiple Family Dwelling District
Adjacent street(s):	4 th Ave W (Local); 5 th Ave W (Local); Sheyenne Street (Arterial)
Adjacent Bike/Pedestrian Facilities:	Sidewalks and Plaza
Available Parks/Trail Facilities:	POW/MIA Plaza is located directly outside

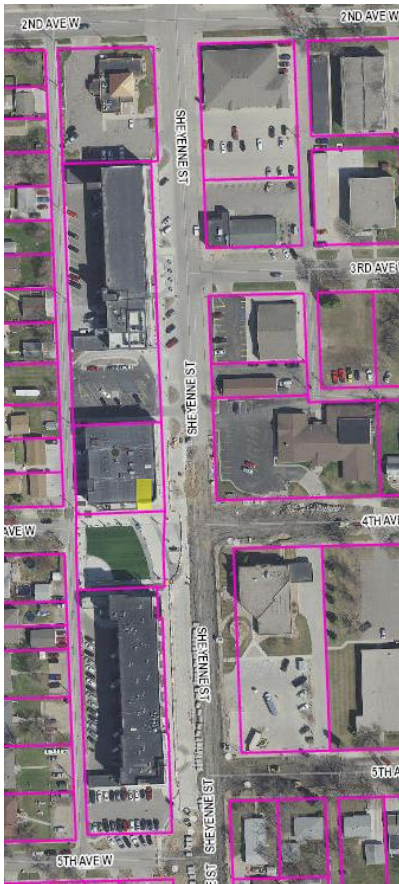
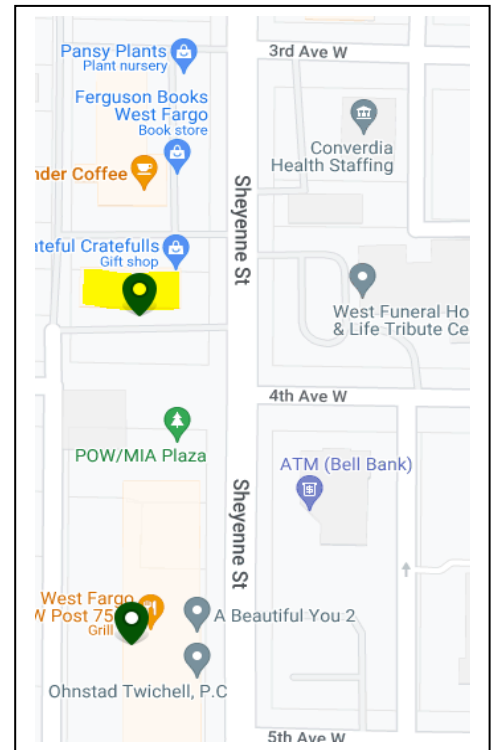
PROPERTY OWNERSHIP, VALUES, & LOT SIZES:

Total number of properties	1
Property ID:	02-0581-00020-030
Legal Description:	LOT 2 BLK 1 PIONEER PLACE 2ND UNIT C
Address:	344 Sheyenne St Unit C
Lot Size:	2,300 SF (rough number from Zach @ Epic)
Owner:	SAD Downtown LLC - EPIC

CITY OF WEST FARGO ECONOMIC DEVELOPMENT

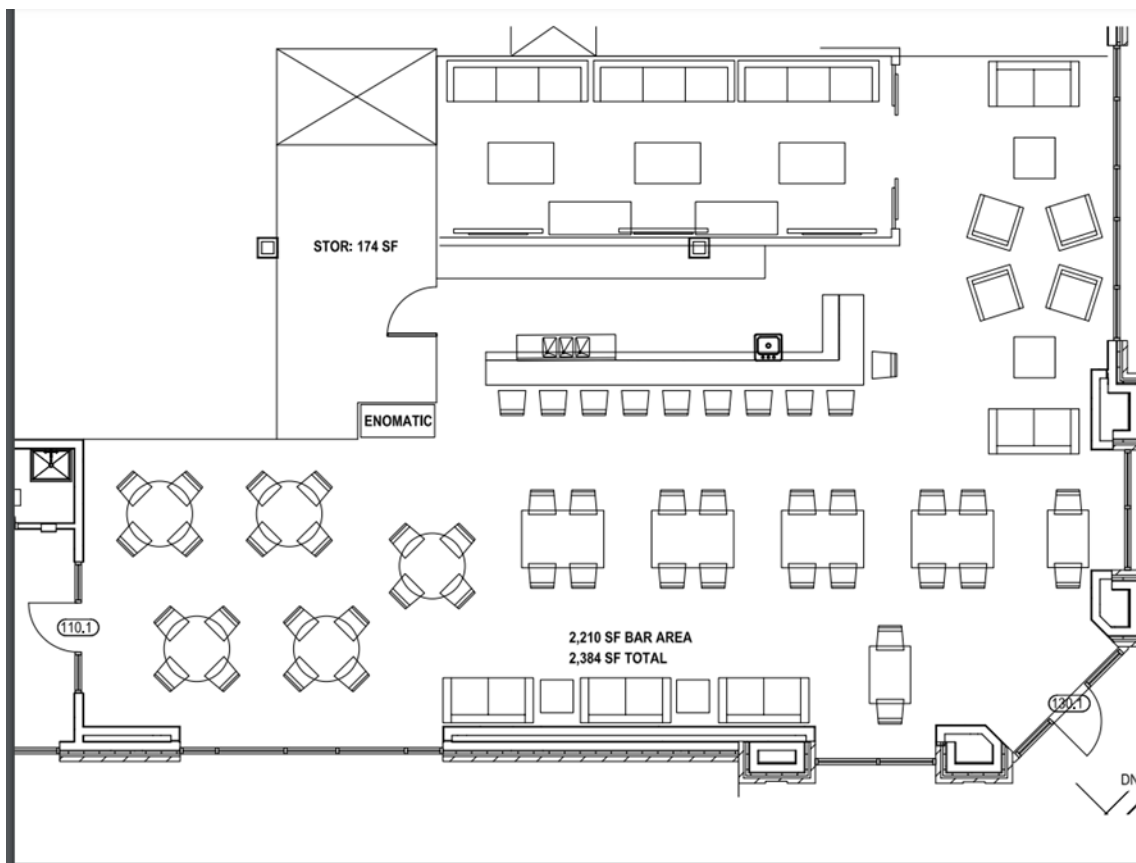
STAFF REPORT

True & Full Value:	N/A
Assessed Value:	N/A



DISCUSSION AND OBSERVATIONS:

- The proposed project will provide Downtown West Fargo with a unique place to have specialty cocktails, good conversations, client meetings, etc.
- The operations will plan on needing approximately 60 parking spots during peak times with a capacity of around 120 people. Given the majority of surrounding businesses are closed during the planned open times for The Noble Hare there are no immediate concerns.
- Cost of construction (outlined below) \$366,331 / Furniture Cost is estimated at over \$120,000
- Ideal opening time with construction and fit up would be April 2023 to ensure the first open season with summer and higher volume of people learning about this new venue.
- This venue is the first of its specific kind. The owner has worked with SBDC to complete financial analysis and business modeling as well as planning and marketing.
- Open with 6 employees with two owners as the majority shift holders. Current plan for open hours: Tuesday through Saturday from 11am until 12am and Sundays from 4pm until 11pm.
- Target market age is between 24-54 based on market analysis.



STAFF REPORT

The Noble Hare
West Fargo, ND
CM - Opinion of Probable Cost



Project No.

Bid Package		Contractor	Contract
1	General Conditions	CBE, LLC	\$17,470.00
5C	Misc. Metals		\$2,000.00
6B-1	Misc. Materials		\$11,500.00
6B-2	Misc. Labor		\$1,000.00
6D-1	Finish Carpentry		\$12,000.00
6D-2	Finish Carpentry - Materials		\$6,000.00
8A	Hardware/Doors/Frames/Trim		\$6,000.00
9A	Metal Stud Framing/Drywall		\$47,730.00
9C	Tile		\$9,660.00
9D	Acoustical Ceilings		\$14,400.00
9F	Painting and Wall Coverings		\$12,500.00
9G	Floor Coatings		\$36,000.00
10A	Interior Signage		\$500.00
10B	Monument Signage	By Owner	\$0.00
11B	Food Service Equipment	By Owner	\$0.00
12B	Custom Cabinets		\$12,000.00
12C	Window Treatments	By Owner	\$0.00
12D-1	Countertops & Sills		\$11,550.00
21	Fire Sprinkler System		\$5,400.00
22	Plumbing		\$33,900.00
23	HVAC		\$24,000.00
26A	Electrical		\$57,600.00
Total Bid Packages			\$ 321,210.00
10.00%	Construction Management	CBE, LLC	32,121.00
Total Construction Cost			\$ 353,331.00
3.00%	Architecy/Engineering	CBE, LLC	\$ 2,400.00
	Contingency		10,600.00
TOTAL PROJECT COST			\$ 366,331.00

STAFF REPORT

PUBLIC PARTICIPATION:

Public assistance for this project will be proposed to consist of an Enterprise Grant of up to \$75,000 considering the full fit up cost is projected to exceed the \$150,000 max threshold to receive 50% of that total.

LAND USE, ZONING, STREET PLANS, DISPLACEMENT OF RESIDENCE OR BUSINESSES :

There are no zoning, street, displacement, or land concerns with the fit up of this business in the DMU zone.

It opens directly to the corner of the POW/MIA plaza and currently the owner plans to work to ensure that there is great synergy with the events and current happenings that take place at this plaza.

RECOMMENDATIONS:

The proposed project would continue the development of the downtown area while increasing the commercial tax base. As the owners aim to have an experience driven and several unique opportunities locally this will also help diversify the offerings not only in The Yards but in the city as a whole. The DMU offers the enterprise grant to assist in fit ups for businesses such as this. This project will take over a currently vacant area of THE FIRM building.

As the Economic Development Manager I recommend this Enterprise Grant for review and feedback from the Economic Development Advisory Committee and City Commission and approval to the City Commission.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE RECOMMENDATION:

Economic Development Advisory Committee met on January 5th 2023 and approved the grant at \$75,000 with no objections.

