



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of the Agenda
- D. Approval of Minutes - December 20, 2021 (Pages 3-5)
- E. Building Permits (Pages 6-11)

Consent Agenda - Approve the Following:

- a. Bills (Pages 12-22)
- b. Final Plat Approval - Gensler Subdivision (Pages 23-36)
- c. Approval of Designated Depositories for the City of West Fargo (Page 37)
- d. Games of Chance for Cowboy Up Against Cancer. Games to be conducted: Poker on 1/8/2022 at DoubleTree by Hilton at 825 E Beaton Dr (Page 38)
- e. Gaming Site Authorization for RMEF Mindak Inc. Games to be conducted: Raffles on 4/30/2022 at DoubleTree by Hilton West Fargo at 825 E Beaton Dr (Pages 39-40)
- f. Games of Chance for The American Legion Department of ND. Games to be conducted: Raffle on 6/20/2022 at The American Legion Department of ND Headquarters at 405 W Main Ave Suite 4-A (Page 41)
- g. Approval of moving the Monday, February 21, 2022 Commission meeting to Tuesday, February 22, 2022 in observance of Presidents' Day
- h. Final Agreement to transfer: *Lot 1, Block 3, Lenzmeier 2nd Addition*
Parcel No.: 02-0910-00640-000 to Lake Agassiz Habitat for Humanity (Pages 42-51)

Regular Agenda

- 1. Continued Public Hearing and First Reading – Proposed North Pond at the Preserve 15th Addition Rezoning from C-OP: Commercial Office Park to C: Light Commercial of Lot 1, Block 1 of North Pond at the Preserve 2nd Addition - Lisa Sankey, City Planner (Pages 52-60)
- 2. Presentation of Phase I of the Branding Study - Chandlerthinks
- 3. First Reading of changes to Chapter 12 - Ordinance 1203 - John Shockley, City Attorney (Pages 61-65)
- 4. Second Reading of Ordinance 1200 relating to Snow on Sidewalks - John Shockley, City Attorney (Pages 66-67)
- 5. Citizen requests to amend Chapter III of City Ordinances
- 6. Approve Preliminary Engineering Reimbursement Agreement - Dustin Scott, City Engineer (Pages 68-80)

7. City Administrator's Report - Tina Fisk, City Administrator
 - a. AMI Meter Update - Matt Andvik, Public Works Director
8. Correspondence
9. Non-Agenda Items
10. Adjourn



**West Fargo City Commission Meeting
Monday, December 20, 2021
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, December 20, 2021, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Mark Simmons, Brad Olson and Mandy George. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

Brody from Boy Scouts of America was a guest who lead the Pledge of Allegiance.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the order of the agenda as distributed. No opposition. Motion carried.

Commissioner George moved and Commissioner Olson seconded to approve the minutes of December 6, 2021 as distributed. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Building Permit Reports as distributed. No opposition. Motion carried.

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

- a. Bills (Pages 9-21)
- b. Request to approve carrying over 40 hours of vacation time for West Fargo employee (Page 22)
- c. Final Plat Approval of River's Bend at the Preserve 8th Addition (Pages 23-27)
- d. Games of Chance for TNT Kids Fitness and Gymnastics. Games to be conducted: Raffle from 1/28/2022 to 1/30/2022 at Rustad Center at 601 26th Ave E (Page 28)
- e. Games of Chance for Holy Cross Mens Group. Games to be conducted: Bingo and Raffle on March 3/10/22 at Holy Cross Catholic Church at 2711 7th St E (Page 29)
- f. Gaming Site Authorization for Team Makers Club, Inc. Games to be conducted: Bingo, Raffles, Electronic 50/50 Raffle, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, and Poker from 1/1/2022 to 6/30/2022 at Barcode at 835 23rd Ave E #207 (Pages 30-32)
- g. Games of Chance for Pink It Forward. Games to be conducted: Bingo and on 1/4/2022 and 2/1/2022 at DoubleTree by Hilton West Fargo at 825 E Beaton Dr (Pages 33-34)
- h. Gaming Site Authorization for West Fargo Rural Fire Department Incorporated. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, and Poker from 12/20/2021 to 6/30/2022 at Bordertown at 807 Maine Ave E (Page 35)
- i. Financial Dashboard as of October 31, 2021 (Pages 36-37)
- j. Amendment to the Sale of Rip Rap from the Lagoons (Pages 38-63)

No opposition. Motion carried.

Lisa Sankey, City Planner appeared before the Commission for the Second Reading for rezoning from an R-1: One & Two Family Dwelling District to a C: Light Commercial District at 120 1st Street and Conditional Use Permit to allow for an apartment above a commercial establishment. Following discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Second Reading for rezoning from an R-1: One & Two Family Dwelling District to a C: Light Commercial District at 120 1st Street and Conditional Use Permit to allow for an apartment above a commercial establishment. No opposition. Motion carried.

Malachi Petersen, City Planner appeared before the Commission for the Second Reading and Final Approval - Zoning Ordinance Amendments to Sections 4-200 Definitions, 4-440, Supplementary District Regulations, and 4-442.6 Accessory Building and Use Provisions Regarding Swimming Pools. Following discussion, Commissioner Gjerdevig moved and Commissioner George seconded to approve the Second Reading and Final Approval - Zoning Ordinance Amendments to Sections 4-200 Definitions, 4-440, Supplementary District Regulations, and 4- 442.6 Accessory Building and Use Provisions Regarding Swimming Pools. No opposition. Motion carried.

Tim Solberg, Assistant City Administrator appeared before the Commission for the PILOT request for Gateway Office Park LLC. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the PILOT request for Gateway Office Park LLC. Commissioner George opposed. Motion carried on a 4:1 vote.

Matt Andvik, Public Works Director appeared before the Commission to request approval of repair option and direct Public Works Director to repair Drain 21 slide. Following discussion, Commissioner George moved and Commissioner Gjerdevig seconded to approve repair option four and direct Public Works Director to repair Drain 21 slide. No opposition. Motion carried.

Matt Andvik, Public Works Director appeared before the Commission to request approval of discontinuing curbside collection for building materials. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve discontinuing curbside collection for building materials, with the exception of cleanup week. No opposition. Motion carried.

Tina Fisk, City Administrator appeared before the Commission to discuss Public Safety \$0.005 Sales Tax. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to authorize staff to investigate moving further with the Public Safety \$0.005 Sales Tax. No opposition. Motion carried.

Tina Fisk, City Administrator appeared before the Commission to discuss the financing for the Fire Station Headquarters. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve moving forward with bonding the \$10 million for 20 years and the remaining balance financing will be determined at a later date. No opposition. Motion carried.

Dustin Scott, City Engineer appeared before the Commission for approval of Project No 6057 - Drain 45 Multi UsePath Phase II (7th Ave E to Main Ave) - Approve Resolution Accepting Bids and Award Contract. Following discussion, Commissioner Gjerdevig moved and Commissioner George seconded to approve Project No 6057 - Drain 45 Multi UsePath Phase II (7th Ave E to Main Ave) - Approve Resolution Accepting Bids and Award Contract to Key Contracting with Option 2. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for approval of the First Reading of Ordinance 1200 relating to Snow on Sidewalks. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the First Reading of Ordinance 1200 relating to Snow on Sidewalks. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for approval of the Resolution Authorizing Participation in National Opioid Settlements. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Resolution Authorizing Participation in National Opioid Settlements. No opposition. Motion carried.

Tina Fisk, City Administrator City Administrator Report:

- a. The meeting that was requested between the City Commission and the Library Board is being scheduled

In regards to correspondence, Lake Agassiz Habitat for Humanity sent a thank you letter.

Commissioner Olson brought up that Regular Agenda item number 7b was not discussed. Dustin Scott appeared before the Commission to discuss the need for an additional traffic signal to be put up near the new Fire Department Headquarters. No action was needed.

There were no non-agenda items.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 7:06 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
12/20/2021**

	AS OF 12/8/2021		YEAR TO DATE			
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 369,900.00	47		\$ 63,346,019.00
RESIDENTIAL DWELLING				275	275	\$ 91,196,019.00
RESIDENTIAL TWINHOME				4	4	\$ 837,500.00
RESIDENTIAL TOWNHOME				5	38	\$ 7,883,537.00
RESIDENTIAL MULTIPLE				1	54	\$ 6,500,000.00
PUBLIC				1		\$ 3,150,550.00
CHURCH						
ACCESSORY	3		\$ 74,734.00	170		\$ 1,687,274.00
FOUNDATION ONLY	1		\$ 2,200.00	26		\$ 6,707,700.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	4		\$ 1,437,000.00	68		\$ 14,857,303.00
RESIDENTIAL	7		\$ 169,185.00	175		\$ 5,307,426.00
PUBLIC				4		\$ 4,950,400.00
CHURCH				1		\$ 458,900.00
ACCESSORY				2		\$ 22,000.00
<u>BUILDING OTHER</u>						
DEMOLITION				4		\$ 40,800.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION				2		\$ 286,640.00
TOTALS	16	0	\$ 2,053,019.00	782	371	\$ 206,678,788.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211499	Ricardo Rios	122 6th Avenue West	Ricardo Rios	\$ 10,734.00	Accessory - Detached Garage
211504	Scott Fluge	1149 Center Street	Fluge Enterprises LLC	\$ 4,000.00	Accessory - Shed
211507	BCH Builders	3235 Oak Ridge Loop East	Oak Ridge 17, LLC	\$ 150,000.00	Remodel - Commercial - Office building
211517	Paula Stebner	1513 3rd Street West	Paula Stebner	\$ 70,000.00	Remodel - Residential
211536	Brady Bernhardson	2637 6th Street West	Brady Bernhardson	\$ 15,000.00	Remodel - Residential - Lower Level Finish
211541	Safe Basements of MN	1040 Westport Parkway	David Dahlgren	\$ 10,575.00	Remodel - Residential - Drain Tile
211546	PatelPinak	731 Main Avenue West	Pinak, LLC	\$ 77,000.00	Remodel - Commercial - New Cement Board Siding
211549	Duel It All LLC	1089 Legion Lane West	Kara & Matthew Kelley	\$ 38,000.00	Remodel - Residential - Lower Level Finish
211551	ABC Seamless	812 9th Street #12	Patricia Jorgensen	\$ 2,225.00	Remodel - Residential - Replace Window
211557	Western Products	1503 16th Avenue East	Russell & Leann Freitag	\$ 23,385.00	Remodel - Residential - Siding
211548	Kraemer Enterprises	2628 7th Street West	John & Ann Kennedy	\$ 2,200.00	Foundation only - Residential
211565	Christopher Bothun	5277 10th Street West	Christopher Bothn, ETAL	\$ 10,000.00	Remodel - Residential - Lower Level Finish
211574	CBE Construction	320 32nd Avenue West	Sheyenne 32 South, LLC 92.7%	\$ 800,000.00	Remodel - Commercial - Fitup tenant lease space for office
211495	Sioux Falls Tower Specialties LLC	316 11th Street West	Fieldstone Properties LLC	\$ 60,000.00	Accessory - Wireless Collocation
211543	Midland Door Solutions	860 9th Street NE	The Nordick Group Inc	\$ 410,000.00	Remodel - Commercial - Fitup Units I & J
211573	Krasley Services	3344 Oak Ridge Pond Way East	Oakridge Condos, LLC	\$ 369,900.00	Commercial - Office Building

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
01/03/2022**

	AS OF 12/31/2021		YEAR TO DATE			
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	2		\$ 5,907,900.00	49		\$ 69,253,919.00
RESIDENTIAL DWELLING	2	2	\$ 876,000.00	277	277	\$ 92,072,019.00
RESIDENTIAL TWINHOME				4	4	\$ 837,500.00
RESIDENTIAL TOWNHOME				5	38	\$ 7,883,537.00
RESIDENTIAL MULTIPLE				1	54	\$ 6,500,000.00
PUBLIC				1		\$ 3,150,550.00
CHURCH						
ACCESSORY	2		\$ 26,100.00	172		\$ 1,713,374.00
FOUNDATION ONLY				26		\$ 6,707,700.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	3		\$ 33,904.00	71		\$ 14,891,207.00
RESIDENTIAL	6		\$ 214,324.00	181		\$ 5,521,750.00
PUBLIC				4		\$ 4,950,400.00
CHURCH				1		\$ 458,900.00
ACCESSORY				2		\$ 22,000.00
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 1,000.00	5		\$ 41,800.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION				2		\$ 286,640.00
TOTALS	16	2	\$ 7,059,228.00	798	373	\$ 213,738,016.00

WEST FARGO CITY COMMISSION MEETING

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Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211604	Pro Craftman	1078 Ashley Drive West	Keith & Kimberly Fowler	\$ 14,400.00	Accessory - Deck
211605	Pro Craftman	1074 Ashley Drive West	Wayn & Nancy Dauwen	\$ 11,700.00	Accessory - Deck
211615	Joshua & Tiffany Allen	1170 Brooks Drive West	Joshua Allen	\$ 15,000.00	Remodel - Residential - Lower Level Finish
211626	Heritage Homes	5173 Mira Way West	Heritage Homes	\$ 696,000.00	Residential Dwelling
211562	Joel Bergeson	133 48th Avenue East	Joel Bergeson	\$ 20,000.00	Remodel - Residential - Lower Level Finish
211634	Jordahl Custom Homes	755 13th Avenue East	Western State Bank	\$ 25,000.00	Remodel - Commercial - Office Spaces
211648	Mitchell Wolden	1549 6th Street East	Mitchell Wolden	\$ 40,000.00	Remodel - Residential - Lower Level Finish
211649	Designer Homes of Fgo-Mhd	1049 Larkin Lane West	Designer Homes of Fgo-Mhd	\$ 180,000.00	Residential Dwelling
211641	Nathan Mastrud	120 1st Street	Richard & Nancy Calender	\$ 700.00	Remodel - Commercial - Remove partial walls
211662	Neil Legatt, LLC	234 30th Avenue East	Jeff Roswick	\$ 35,000.00	Remodel - Residential - Lower Level Finish
211663	American Waterworks	818 1st Street	Sheyenne Terrace Townhomes	\$ 8,204.00	Remodel - Commercial - Powerbraces
211666	Holm Construction	3738 Houkom Drive East	David & Jodi Campbell	\$ 100,000.00	Remodel - Residential - Master Bathroom
211668	Krasley Services	3314 Oak Ridge Pond East	Oakridge Condos, LLC	\$ 377,900.00	Commercial - Construct Office Condo
211669	American Waterworks	202 10 1/2 Avenue West	Roger & Carol Meehan	\$ 4,324.00	Remodel - Residential - Foundation Repair
211670	BC Contracting	2060 Sheyenne Street	Gateway West, LLC	\$ 5,530,000.00	Commercial - Core & Shell of Office Building
211671	Nore's Holding Co.	1005 Main Avenue East	Nore's Holding Co	\$ 1,000.00	Demolish - Shop

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
01/03/2021**

	December 2020			December 2021		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	26		\$ 28,071,695.00	49		\$ 69,253,919.00
RESIDENTIAL DWELLING	251	251	\$ 58,500,865.00	277	277	\$ 92,072,019.00
RESIDENTIAL TWINHOME	26	26	\$ 3,773,000.00	4	4	\$ 837,500.00
RESIDENTIAL TOWNHOME	39	64	\$ 10,310,000.00	5	38	\$ 7,883,537.00
RESIDENTIAL MULTIPLE				1	54	\$ 6,500,000.00
PUBLIC	3		\$ 12,527,787.00	1		\$ 3,150,550.00
CHURCH						
ACCESSORY	254		\$ 3,037,979.00	172		\$ 1,713,374.00
FOUNDATION ONLY	7		\$ 271,900.00	26		\$ 6,707,700.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	52		\$ 7,720,177.00	71		\$ 14,891,207.00
RESIDENTIAL	187		\$ 4,273,316.00	181		\$ 5,521,750.00
PUBLIC	4		\$ 644,601.00	4		\$ 4,950,400.00
CHURCH	1		\$ 8,000.00	1		\$ 458,900.00
ACCESSORY	1		\$ 1,500.00	2		\$ 22,000.00
<u>BUILDING OTHER</u>						
DEMOLITION	8		\$ 263,050.00	5		\$ 41,800.00
MOVE	1		\$ 9,500.00	1		\$ 20,000.00
PERMIT CANCELLATION	1			2		\$ 286,640.00
TOTALS	859	341	\$ 129,413,370.00	798	373	\$ 213,738,016.00

**WEST FARGO CITY COMMISSION MEETING
BUILDING PERMIT VALUATION REPORT
01/03/2022**

BUILDING NEW

	2020 VALUATION			2021 VALUATION			Percentage of Change in Valuation
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION	
COMMERCIAL	25		\$ 36,925,315.00	49		\$ 69,253,919.00	88%
RESIDENTIAL DWELLING	351	351	\$ 98,882,016.00	277	277	\$ 92,072,019.00	-7%
RESIDENTIAL TWINHOME	22	22	\$ 5,992,940.00	4	4	\$ 837,500.00	-86%
RESIDENTIAL TOWNHOME				5	38	\$ 7,883,537.00	
RESIDENTIAL MULTIPLE	5	35	\$ 4,725,000.00	1	54	\$ 6,500,000.00	38%
PUBLIC				1		\$ 3,150,550.00	
CHURCH							
ACCESSORY	248		\$ 2,055,705.00	172		\$ 1,713,374.00	-17%
FOUNDATION ONLY	7		\$ 2,336,120.00	26		\$ 6,707,700.00	187%

BUILDING REMODEL

COMMERCIAL	67		\$ 18,924,947.00	71		\$ 14,891,207.00	-21%
RESIDENTIAL	149		\$ 4,996,306.00	181		\$ 5,521,750.00	11%
PUBLIC	5		\$ 2,738,142.00	4		\$ 4,950,400.00	81%
CHURCH				1		\$ 458,900.00	
ACCESSORY	12		\$ 109,100.00	2		\$ 22,000.00	-80%

BUILDING OTHER

DEMOLITION	11		\$ 254,022.00	5		\$ 41,800.00	-84%
MOVE	1		\$ 1,000.00	1		\$ 20,000.00	1900%
PERMIT CANCELLATION	3			2		\$ 286,640.00	

TOTALS	906	408	\$ 177,940,613.00	800	373	\$ 214,311,296.00	20%
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12/29/21
09:56:57

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100851	C S	999999 SE CASS WATER RESOURCE DISTRICT	0.00	12/16/21		CL 101019	
100852	* S	87 DAKOTA TIRE	36.58	12/16/21		CL 100768	36.58
100853	S	999999 NICOLE DUTTON	325.72	12/16/21		CL 101040	325.72
100854	S	3549 WEX	3117.47	12/16/21		CL 101041	3117.47
100855	S	4229 Rachel Lordemann	1883.59	12/17/21		CL 101064	1883.59
100856	S	999999 SE CASS WATER RESOURCE DISTRICT	575.00	12/21/21		CL 101019	575.00
100857	S	3540 COLONIAL INSURANCE BCN #E8967887	2141.24	12/21/21		CL 101103	2141.24
100858	S	3547 EQUITABLE UNIT ANNUITY COLLECTIONS	300.00	12/21/21		CL 101102	300.00
100859	S	3542 MAINSTAY FUNDS	860.00	12/21/21		CL 101097	860.00
100860	S	3630 MATRIX TRUST COMPANY	3751.00	12/21/21		CL 101098	3751.00
100861	S	3546 NATIONWIDE INVESTMENT ADVISORS LLC	6617.18	12/21/21		CL 101096	6617.18
100862	S	3541 ND FRATERNAL ORDER OF POLICE	1450.00	12/21/21		CL 101099	1450.00
100863	S	3543 NEW YORK LIFE INSURANCE & ANNUITY CORP	7672.04	12/21/21		CL 101095	7672.04
100864	S	3548 PERSHING	700.00	12/21/21		CL 101104	700.00
100865	S	1464 RED RIVER VALLEY FOP LODGE #1	627.00	12/21/21		CL 101100	627.00
100866	S	3544 VICKI PETERS TEAMSTERS LOCAL NO 120	25.00	12/21/21		CL 101094	25.00
100867	S	3827 WF IAFF	560.00	12/21/21		CL 101101	560.00
100868	S	2412 GARAAS LAW FIRM TRUST ACCOUNT	25708.00	12/21/21		CL 101105	25708.00
100869	S	289 ACME TOOLS	1999.53	12/21/21		CL 100864	1452.09
						CL 101020	522.97
						CL 101046	24.47
100870	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	74844.00	12/21/21		CL 100871	53899.50
						CL 100874	20944.50
100871	S	4103 ALTERATIONS BY L	42.00	12/21/21		CL 100808	42.00
100872	S	3421 AMANDA SWANSON	248.86	12/21/21		CL 100844	248.86

12/29/21
09:56:58

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100873	S	3490 AMAZON CAPITAL SERVICES	4564.83	12/21/21		CL 100807	81.99
						CL 100810	119.64
						CL 100818	1341.28
						CL 100867	318.50
						CL 100910	32.51
						CL 100921	1154.36
						CL 100968	53.41
						CL 100986	271.84
						CL 101015	612.63
						CL 101076	534.68
						CL 101088	43.99
100874	S	4090 AMERICAN SOLUTIONS FOR BUSINESS	681.00	12/21/21		CL 100802	681.00
100875	S	317 AMERICAN WELDING & GAS, INC.	60.72	12/21/21		CL 100883	60.72
100876	S	3110 APRIL WALKER	120.00	12/21/21		CL 101086	120.00
100877	S	3857 ARNOLD NELSON	325.00	12/21/21		CL 100902	325.00
100878	S	2931 AUTO VALUE PARTS STORES	148.30	12/21/21		CL 100989	7.46
						CL 101054	140.84
100879	S	1695 BAKER & TAYLOR	4329.05	12/21/21		CL 100923	4329.05
100880	S	36 BERT'S TRUCK EQUIPMENT	1109.02	12/21/21		CL 100901	1109.02
100881	S	4014 BINDER LIFT INC	1598.00	12/21/21		CL 101006	1598.00
100882	S	3489 BOLTON & MENK, INC	16202.50	12/21/21		CL 101036	12685.00
						CL 101037	3517.50
100883	S	3512 BOUND TREE MEDICAL, LLC	239.55	12/21/21		CL 101007	239.55
100884	S	2866 BRADY HANSON	115.50	12/21/21		CL 100854	115.50
100885	S	3999 BRADY WOODARD	150.00	12/21/21		CL 101087	150.00
100886	S	4220 BRAINSTORM INC	769.00	12/21/21		CL 100987	769.00
100887	S	3758 BRANDON GAUGLER	20.00	12/21/21		CL 101008	20.00
100888	S	652 BRENCO CORPORATION	580.70	12/21/21		CL 101009	580.70
100889	S	351 BUSINESS ESSENTIALS	509.64	12/21/21		CL 100826	64.22
						CL 100834	173.68
						CL 100839	16.57
						CL 100888	117.20
						CL 101014	137.97

12/29/21
09:56:58

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100890	S	39 BUTLER MACHINERY	2541.88	12/21/21		CL 100894	2152.00
						CL 100961	389.88
100891	S	51 CASS COUNTY ELECTRIC COOP	6493.09	12/21/21		CL 101017	351.39
						CL 101018	1027.32
						CL 101068	1758.20
						CL 101091	3356.18
100892	S	61 CASS COUNTY FINANCE	2212.24	12/21/21		CL 100841	672.99
						CL 100942	1539.25
100893	S	2909 CC STEEL LLC	79819.00	12/21/21		CL 100848	79819.00
100894	S	4108 CED	2527.00	12/21/21		CL 100862	27.00
						CL 101048	2500.00
100895	S	1623 CENGAGE GALE	2000.40	12/21/21		CL 100830	2000.40
100896	S	56 CENTRE, INC.	183.00	12/21/21		CL 100950	183.00
100897	S	1777 CENTURY LINK	298.95	12/21/21		CL 100909	230.18
						CL 101071	68.77
100898	S	4128 CHANDLERTHINKS, LLC	9095.00	12/21/21		CL 100805	9095.00
100899	S	3417 CHELSEA SIMDORN	11.40	12/21/21		CL 100822	11.40
100900	S	3216 CINTAS	140.01	12/21/21		CL 100982	140.01
100901	S	111 CITY OF FARGO	76966.42	12/21/21		CL 100855	19117.33
						CL 100957	22734.42
						CL 100970	35114.67
100902	S	999999 CITY OF WEST FARGO	73.00	12/21/21		CL 100949	73.00
100903	S	3021 CIVICPLUS	1026.65	12/21/21		CL 101074	1026.65
100904	S	1904 CODE 4 SERVICES, INC	2445.00	12/21/21		CL 100900	2445.00
100905	S	4230 CODE ZERO CAR AUDIO & ELECTRONICS INC	1079.98	12/21/21		CL 101077	1079.98
100906	S	133 COLE PAPER	49.33	12/21/21		CL 100985	49.33
100907	S	229 CONSOLIDATED COMMUNICATIONS	150.80	12/21/21		CL 101010	150.80
100908	S	3245 CORE & MAIN	77158.12	12/21/21		CL 100859	135.18
						CL 100903	44625.00
						CL 101043	32397.94

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100909	S	4222 CUPS DRUG TESTING & OCCUPATIONAL HEALTH	25.00	12/21/21		CL 100977	25.00
100910	S	999999 DABBART CUSTOM HOMES	300.00	12/21/21		CL 100850	300.00
100911	S	1675 DAKOTA FLUID POWER, INC	62.08	12/21/21		CL 100890	62.08
100912	S	90 DAKOTA UNDERGROUND	1635041.85	12/21/21		CL 100845	1568307.46
						CL 100948	66734.39
100913	S	856 DAVE'S WEST FARGO TIRE	160.28	12/21/21		CL 100799	31.02
						CL 100907	129.26
100914	S	2813 DAVID GUST	120.00	12/21/21		CL 101081	120.00
100915	S	2948 DELTA 54 AVIATION LLC	3394.62	12/21/21		CL 100933	3394.62
100916	S	2583 DOUBLETREE BY HILTON	6375.60	12/21/21		CL 101038	6375.60
100917	S	4075 DOYLE'S YELLOW CHECKER CAB INC	47.72	12/21/21		CL 101027	47.72
100918	S	2225 DTN, LLC	421.70	12/21/21		CL 100857	421.70
100919	S	2100 EAGLE RUN CROSSING LLC	2038.46	12/21/21		CL 101051	2038.46
100920	S	1841 EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC	93.87	12/21/21		CL 100971	93.87
100921	S	3722 ENVIROTECH	10055.85	12/21/21		CL 100875	10055.85
100922	S	2089 ENVISIONWARE, INC	3351.04	12/21/21		CL 101072	725.00
						CL 101073	2626.04
100923	S	3240 ERIC DODDS	120.00	12/21/21		CL 101080	120.00
100924	S	2862 ESSENTIA HEALTH	826.00	12/21/21		CL 101090	826.00
100925	S	4205 EVCOR USA LLC	721.65	12/21/21		CL 100832	721.65
100926	S	140 F-M AMBULANCE SERVICE	195.00	12/21/21		CL 101026	195.00
100927	S	3344 FACTORY MOTOR PARTS	448.00	12/21/21		CL 100958	448.00
100928	S	660 FARGO FREIGHTLINER	970.05	12/21/21		CL 101057	970.05
100929	S	1979 FARGO MHD WEST FARGO CHAMBER OF COMMERCE	1340.00	12/21/21		CL 100941	1340.00
100930	S	144 FARMERS BROTHERS COFFEE	283.91	12/21/21		CL 100851	283.91

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100931	S	728 FARNAM'S GENUINE PARTS, INC	18.58	12/21/21		CL 100990	18.58
100932	S	1648 FARSTAD OIL, INC	341.70	12/21/21		CL 100974	341.70
100933	S	3063 FRONTLINE PLUS FIRE & RESCUE	1022.97	12/21/21		CL 101045	1022.97
100934	S	139 FRS WORKS	154.20	12/21/21		CL 100917	154.20
100935	S	155 GALLS, LLC	2414.74	12/21/21		CL 100804	1460.19
						CL 100824	105.15
						CL 100906	120.32
						CL 100919	729.08
100936	S	93 GATEWAY CHEVROLET	101.71	12/21/21		CL 100893	101.71
100937	S	1599 GLACIER DUST CONTROL	3849.34	12/21/21		CL 100951	3849.34
100938	S	2558 GOODYEAR COMMERCIAL TIRE	897.88	12/21/21		CL 100956	897.88
100939	S	556 GRAINGER, INC.	107.92	12/21/21		CL 101053	107.92
100940	S	939 GRAYBAR	620.11	12/21/21		CL 100881	206.71
						CL 100967	413.40
100941	S	2318 HABERDASHERY	100.98	12/21/21		CL 100935	100.98
100942	S	135 HAWKINS WTR TREATMENT	11160.43	12/21/21		CL 100959	6385.96
						CL 101059	4774.47
100943	S	781 HOUCHEM BINDERY LTD	77.50	12/21/21		CL 100939	77.50
100944	S	959 INFORMATION SYSTEMS CORPORATION	7794.00	12/21/21		CL 100816	7794.00
100945	S	687 INFORMATION TECHNOLOGY DEPT	1020.90	12/21/21		CL 100798	1020.90
100946	S	2747 JOE KOLB	150.00	12/21/21		CL 101082	150.00
100947	S	1351 JOHN E. REID & ASSOCIATES INC.	1600.00	12/21/21		CL 100435	1600.00
100948	S	3298 KIMBERLY BREDESON	115.50	12/21/21		CL 100853	115.50
100949	S	693 KPH, INC	46203.30	12/21/21		CL 100846	46203.30
100950	S	4114 KRISTIN KRAMER	7.28	12/21/21		CL 100821	7.28
100951	S	3645 LANA RAKOW	150.00	12/21/21		CL 101084	150.00

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100952	S	2085 LANGUAGE LINE SERVICES	109.50	12/21/21		CL 100803	109.50
100953	S	1741 LIBERTY BUSINESS SYSTEMS, INC	6424.75	12/21/21		CL 100944	6424.75
100954	S	2741 LOCATORS & SUPPLIES INC	650.79	12/21/21		CL 100991	650.79
100955	S	3418 LOFFLER	1285.34	12/21/21		CL 100918	992.71
						CL 100945	170.00
						CL 101012	122.63
100956	S	711 LUTHER FAMILY FORD	274.59	12/21/21		CL 100960	274.59
100957	S	3304 MAC'S - FARGO	8.07	12/21/21		CL 100993	8.07
100958	S	3536 MACQUEEN EMERGENCY	436.72	12/21/21		CL 101021	436.72
100959	S	3488 MARK HOUSH	25.00	12/21/21		CL 100988	25.00
100960	S	656 MASTER CONSTRUCTION	227398.50	12/21/21		CL 100847	227398.50
100961	S	3384 MATHESON TRI-GAS INC	138.60	12/21/21		CL 101060	138.60
100962	S	3119 MATT RETKA	50.00	12/21/21		CL 100930	50.00
100963	S	299 MENARDS	436.33	12/21/21		CL 100882	123.26
						CL 101022	166.95
						CL 101044	21.32
						CL 101049	70.04
						CL 101056	54.76
100964	S	3797 MIDLAND DOOR SOLUTIONS	534.50	12/21/21		CL 100932	534.50
100965	S	102 MIDSTATES WIRELESS	2523.00	12/21/21		CL 101013	2523.00
100966	S	1854 MIDWEST TAPE	2170.70	12/21/21		CL 100820	1220.39
						CL 100829	792.95
						CL 100922	157.36
100967	S	3998 MIKE THORSTAD	180.00	12/21/21		CL 101085	180.00
100968	S	305 MOORE ENGINEERING INC	135832.70	12/21/21		CL 100849	123074.60
						CL 100852	1415.25
						CL 101078	3940.35
						CL 101089	7402.50
100969	S	4204 MORRIS PRESS COOKBOOKS	2318.25	12/21/21		CL 100831	2318.25

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100970	S	1014 MOTION INDUSTRIES, INC	139.45	12/21/21		CL 100892	139.45
100971	S	298 MVTL LABORATORIES	2194.25	12/21/21		CL 100885	2194.25
100972	S	2882 NARDINI FIRE EQUIPMENT	338.50	12/21/21		CL 101023	338.50
100973	S	571 ND WORKFORCE SAFETY & INSURANCE	250.00	12/21/21		CL 100801	250.00
100974	S	756 NELCO FIRST AID	29.90	12/21/21		CL 100983	29.90
100975	S	271 NETCENTER TECHNOLOGIES	1168.00	12/21/21		CL 100813	190.00
						CL 100943	978.00
100976	S	3824 NORTH DAKOTA PLANNING ASSOCIATION	450.00	12/21/21		CL 100840	450.00
100977	S	3111 NORTHERN SALT INCORPORATED	9816.39	12/21/21		CL 100884	8631.39
						CL 100978	1185.00
100978	S	331 NORTHERN STATES SUPPLY	140.95	12/21/21		CL 100976	140.95
100979	S	4228 NORTHERN TESTING INC	65.00	12/21/21		CL 101034	65.00
100980	S	1028 NORTHERN TRUCK EQUIPMENT CORP.	728.26	12/21/21		CL 100992	728.26
100981	S	1715 NORTHWEST TIRE INC	616.92	12/21/21		CL 100895	616.92
100982	S	4223 NORTHWEST TRUCK & TRAILER	117.88	12/21/21		CL 100979	117.88
100983	S	322 NOVA FIRE PROTECTION	1012.05	12/21/21		CL 100796	351.75
						CL 100872	205.23
						CL 100984	115.07
						CL 101024	340.00
100984	S	1774 O'REILLY AUTOMOTIVE STORES, INC	470.22	12/21/21		CL 100889	7.91
						CL 100996	279.50
						CL 101025	23.70
						CL 101055	159.11
100985	S	3416 OCLC, INC.	195.34	12/21/21		CL 100819	195.34
100986	S	3505 OFFICE SIGN COMPANY	84.66	12/21/21		CL 100817	84.66
100987	S	352 OK TIRE	1080.58	12/21/21		CL 100891	1080.58
100988	S	399 OLYMPIC SALES	14249.17	12/21/21		CL 101050	14249.17
100989	S	631 ONE CALL CONCEPT INC	501.25	12/21/21		CL 100856	501.25

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100990	S	276 OSTROMS ACE HARDWARE	83.95	12/21/21		CL 100879 CL 100994 CL 101047	27.97 10.99 44.99
100991	S	563 PETRO SERVE USA	40313.49	12/21/21		CL 100843 CL 101035	39168.58 1144.91
100992	S	4034 PETRO SERVE USA #63	2385.79	12/21/21		CL 101052	2385.79
100993	S	384 PITNEY BOWES	772.82	12/21/21		CL 100836 CL 100908	349.06 423.76
100994	S	1483 PITNEY BOWES RESERVE ACCOUNT	1000.00	12/21/21		CL 100937	1000.00
100995	S	3276 PREMIUM WATERS INC	87.78	12/21/21		CL 100915	87.78
100996	S	1755 PRO SWEEP INC	900.00	12/21/21		CL 100861	900.00
100997	S	1166 PRODUCTIVITY PLUS ACCOUNT	388.07	12/21/21		CL 100973 CL 101058	284.76 103.31
100998	S	2982 RDO EQUIPMENT CO	261.96	12/21/21		CL 100863	261.96
100999	S	3204 RECORD KEEPERS	24.50	12/21/21		CL 100800	24.50
101000	S	999999 RIVER ROCK PROPERTIES	75.53	12/21/21		CL 100842	75.53
101001	S	4064 ROYAL TIRE INC	39.72	12/21/21		CL 100880	39.72
101002	S	999999 SAM SKAFF	57.75	12/21/21		CL 101004	57.75
101003	S	454 SANITATION PRODUCTS	352.09	12/21/21		CL 100877	352.09
101004	S	450 SCHEELS	188.00	12/21/21		CL 100837	188.00
101005	S	3485 SENSOURCE	200.00	12/21/21		CL 100814	200.00
101006	S	2873 SHANE LEBAHN	120.00	12/21/21		CL 101083	120.00
101007	S	2885 SHORTPRINTER	1244.35	12/21/21		CL 100904 CL 100929	1167.05 77.30
101008	S	91 SIGN SOLUTIONS USA	1493.40	12/21/21		CL 100897 CL 100995 CL 101042	71.05 72.95 1349.40
101009	S	3150 SKYHAWK TELEMATICS	745.50	12/21/21		CL 100860	745.50

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101010	S	465 SPARTAN STORES LLC	6.22	12/21/21			
101011	S	3942 STANTEC CONSULTING SERVICES INC	867.50	12/21/21		CL 101028	6.22
101012	S	3516 STEIN'S INC	278.34	12/21/21		CL 101070	867.50
101013	S	38 STRATA CORPORATION	812.50	12/21/21		CL 101029	278.34
101014	S	31 STURDEVANT'S AUTO PARTS	18.64	12/21/21		CL 100866	812.50
101015	S	176 SUMMIT FIRE PROTECTION	2082.00	12/21/21		CL 100972	18.64
101016	S	2187 SWANK MOVIE LICENSING USA	533.00	12/21/21		CL 101061	2082.00
101017	S	733 SWANSTON EQUIPMENT CORP.	2178.58	12/21/21		CL 100825	533.00
101018	S	634 SWEENEY CONTROLS COMPANY	321.00	12/21/21		CL 100873	1038.38
101019	S	3053 THE PENWORTHY COMPANY LLC	1005.56	12/21/21		CL 100975	1140.20
101020	S	2213 TITAN MACHINERY, INC.	2895.60	12/21/21		CL 100905	321.00
101021	S	3658 TLC CLEANING LLC	2900.00	12/21/21		CL 100920	1005.56
101022	S	1285 TRAFFIC CONTROL CORPORATION	31100.00	12/21/21		CL 100969	2895.60
101023	S	665 TWIN CITY GARAGE DOOR	120.00	12/21/21		CL 100823	2900.00
101024	S	2951 TYLER TECHNOLOGIES, INC	249.17	12/21/21		CL 100868	31100.00
101025	S	3833 VALLEY GREEN	140.00	12/21/21		CL 100886	120.00
101026	S	2478 VALLI	6592.78	12/21/21		CL 100835	249.17
101027	S	3668 VERIZON WIRELESS	10619.55	12/21/21		CL 101069	140.00
101028	S	4207 VERSAFLEX, INC.	4652.61	12/21/21		CL 100953	5336.46
101029	S	3212 VISA ADMINISTRATION	563.79	12/21/21		CL 100954	1256.32
101030	S	3706 VISA COMMUNICATIONS	1184.54	12/21/21		CL 100898	251.42
101031	S	4000 VISA ECONOMIC DEVELOPMENT	1601.99	12/21/21		CL 101031	10368.13
						CL 100899	4652.61
						CL 100911	563.79
						CL 101005	1184.54
						CL 101001	1601.99

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101032	S	3693 VISA ENGINEERING	39.95	12/21/21			
101033	S	2436 VISA FINANCE	4859.42	12/21/21		CL 100999	39.95
101034	S	3569 VISA FIRE DEPT 1	9.73	12/21/21		CL 100896	4859.42
101035	S	3568 VISA FIRE DEPT 2	2444.50	12/21/21		CL 101065	9.73
101036	S	2439 VISA IT	2307.48	12/21/21		CL 101066	2444.50
101037	S	3161 VISA LIBRARY #1	1147.89	12/21/21		CL 100998	2307.48
101038	S	3162 VISA LIBRARY #2	78.81	12/21/21		CL 100940	1147.89
101039	S	2438 VISA PLANNING	712.00	12/21/21		CL 100938	78.81
101040	S	2435 VISA POLICE #1	2659.52	12/21/21		CL 101000	712.00
101041	S	3233 VISA POLICE #2	3054.60	12/21/21		CL 100924	2659.52
101042	S	3234 VISA POLICE #3	729.57	12/21/21		CL 100925	3054.60
101043	S	3244 VISA POLICE #4	966.19	12/21/21		CL 100955	729.57
101044	S	2423 VISA PW	4574.96	12/21/21		CL 100963	966.19
101045	S	1346 VISTO'S TRAILER SALES	8295.00	12/21/21		CL 101003	4574.96
101046	S	544 WALLWORK TRUCK CENTER	5415.33	12/21/21		CL 101063	8295.00
						CL 100876	77.34
						CL 100952	89.25
						CL 100965	117.42
						CL 100966	5131.32
101047	S	2740 WASTE MANAGEMENT OF WI-MN	84657.33	12/21/21		CL 100869	84657.33
101048	S	3062 WELK'S LAWN CARE LLC	900.00	12/21/21		CL 100887	900.00
101049	S	1040 WEST FARGO EXCHANGE CLUB	150.00	12/21/21		CL 101030	50.00
						CL 101079	100.00
101050	S	566 WEST FARGO PARK DISTRICT	50037.53	12/21/21		CL 100865	13945.55
						CL 100962	36091.98
101051	S	2184 WEST SIDE STEEL	157.90	12/21/21		CL 100878	125.86
						CL 100981	32.04
101052	S	4129 WESTERN NATIONAL MUTUAL INS CO	50.00	12/21/21		CL 100916	50.00

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101053	S	569 WF ANIMAL HOSPITAL	2068.00	12/21/21		CL 100797	2068.00
101054	S	338 XCEL ENERGY	26719.52	12/21/21		CL 100833	7335.17
						CL 100912	487.06
						CL 100913	576.57
						CL 100914	179.42
						CL 100926	5827.04
						CL 100927	253.53
						CL 100980	10404.70
						CL 101033	1442.24
						CL 101092	213.79
101055	S	4203 YOURMEMBERSHIP.COM, INC	324.00	12/21/21		CL 100827	324.00
101056	S	566 WEST FARGO PARK DISTRICT	82934.68	12/28/21		CL 101148	82934.68
101057	S	2499 FM CONVENTION & VISITORS BUREAU	16998.19	12/29/21		CL 101173	16998.19
101058	S	2499 FM CONVENTION & VISITORS BUREAU	8499.08	12/29/21		CL 101174	8499.08
Total for Claim Checks			3020275.37				
Count for Claim Checks			208				

* denotes missing check number(s)

of Checks: 208 Total: 3020275.37

*** *Consent Agenda* ***
AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen

2. PHONE NUMBER: 515-5377 DATE: December 22, 2021

3. AGENDA TITLE:

Final Plat Approval - Gensler Subdivision

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

The applicant proposed constructing a non-farm, single-family dwelling in the city's Extraterritorial Area. Planning and Zoning Commission recommended to deny the application at their November 9th meeting. The decision was reversed by the City Commission at their December 6, 2021 meeting.

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

S ½ of Section 26, T139N, R50W, Cass County, North Dakota

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve final plat.

STAFF REPORT

A21-42 Subdivision/Conditional Use Permit	
Gensler Subdivision	
S ½ of Section 26, T139N, R50W, Cass County, North Dakota	
Applicants: Cathy Selberg Owner: Gensler Family Limited Partnership	Staff Contact: Malachi Petersen
Planning & Zoning Commission Public Hearing:	11/09/2021 - Denied
City Commission Appeal:	12/06/2021 - Approved

PURPOSE:

Plat and Conditional Use Permit to allow for a single-family dwelling in an agriculturally zoned district.

STATEMENTS OF FACT:

Land Use Classification:	C-1: Deferred Development Sector (ETJ)
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	NA
Total area size:	9.18 acres
Adjacent Zoning Districts:	A: Agricultural
Adjacent street(s):	40 th Avenue W (Arterial)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None

DISCUSSION AND OBSERVATIONS:

- The property is located in the City's extraterritorial (ET) area about half a mile west of West Fargo City Limits.
- The proposed use of a non-farm single family dwelling is considered a conditional use within the Agricultural District subject to the property being platted.
- Conditions for approval for lot size of less than 40 acres if the surrounding ¼, ¼ section or legal lot of record is deed restricted to prevent development until the area is annexed and city services are extended to the area.
- The property is about 9 acres. The surrounding 31 acres of land will need to be deed restricted to prevent further development.
- The City currently has no utilities in this area, nor does it provide any services. Current and future owners will need to provide utilities at this location, including but not limited to water and septic.
- The property is located west of the current alignment of the proposed FM Diversion.
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.
- Public land dedication is required pursuant to 4-0407 of City Ordinances. Given the majority of the area is proposed to remain undeveloped, staff offers for consideration the ability to defer the public land dedication or fee-in-lieu to which time when the property is either re-subdivided or is further developed upon. It would be staff's recommendation that this deferral be part of an agreement recorded against the subdivision.

STAFF REPORT

- The area is within a Special Flood Hazard Area (SFHA). According to the Flood Hazard Layer FIRM the majority of the property the applicant intends to build on is located in Zone A and has an undefined Base Flood Elevation. City of West Fargo Floodplain Development Regulations will require the applicant to construct any proposed buildings at 2.5' above BFE. Any development will be required to meet all applicable Federal, State, and Local regulations. Attached is the FIRM map for this location, along with the preliminary flood map for reference.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - Applicant has revised their site plan and proposed plat to include an access easement as requested by the County Engineer.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - 4-448.8 would prohibit exterior storage of equipment or materials used in the occupation.
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
 - The land adjacent to this area is tilled farm land.

NOTICES:

Sent to:	Property owners within 350', Mapleton Township officials, Cass County Planning, Cass County Engineer and the Cass County Sanitarian.
----------	--

Comments Received:

- The Cass County Engineer has conditionally approved an access permit for the property provided that an access easement is added to the proposed plat. Applicant has submitted a revised site plan and plat in relation to the requirement.

STAFF REPORT

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

- The Deferred Development Sector includes spaces west of the proposed Fargo-Moorhead Area Diversion Project, as well as land located in the northern section of the extraterritorial areas. At the time of the approval of West Fargo 2.0 it had not been determined what effects the project might have upon properties along the diversion and therefore it was recommended that planning and development not take place in the sector until the diversion is operational and revised flood plain maps have been made available.

RECOMMENDATIONS:

If the City approves the proposed application staff recommends conditions of approval as follows:

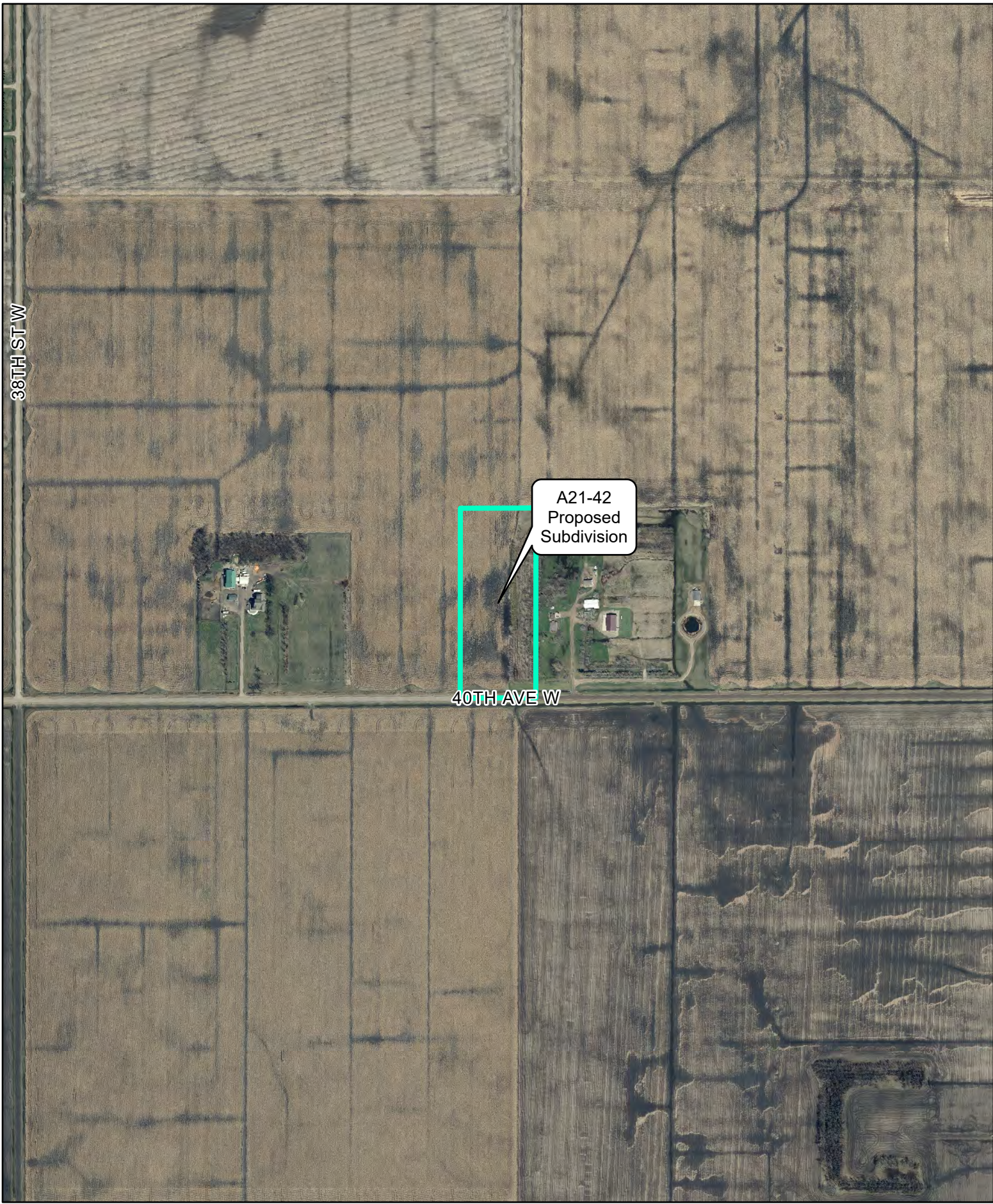
1. A deferral of public land dedication or fee-in-lieu effective at which time when the property is either re-subdivided or is further developed upon be part of an agreement recorded against the subdivision.
2. Any building permits should follow the preliminary flood map which will require percent allowable fill on any development.
3. The applicant is to meet all Federal, State, and Local requirements for improvements to the site and structures.
4. A signed deed restriction as approved by City Attorney, City Planner, and City Commission be received.
5. A signed Conditional Use Permit Agreement is received.
6. A drainage plan is received and approved by the City Engineer.
7. An Attorney Title Opinion to the City of West Fargo is received.
8. Signed Final Plat is received with any necessary easements.
9. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their November 9, 2021 meeting the Planning and Zoning Commission denied the request.

ADDITIONAL INFORMATION:

After receiving comments from Planning & Zoning Commissioners relating to concerns on flood access, staff contacted the Cass County Engineer who noted that while the property would not have access on 40th Ave during a flood it would still have access via Cass County Highway 15 and north to 32nd Ave. Attached are comments from the County Engineer which also show imagery from the 2011 flood showing the property.



38TH ST W

40TH AVE W

A21-42
Proposed
Subdivision



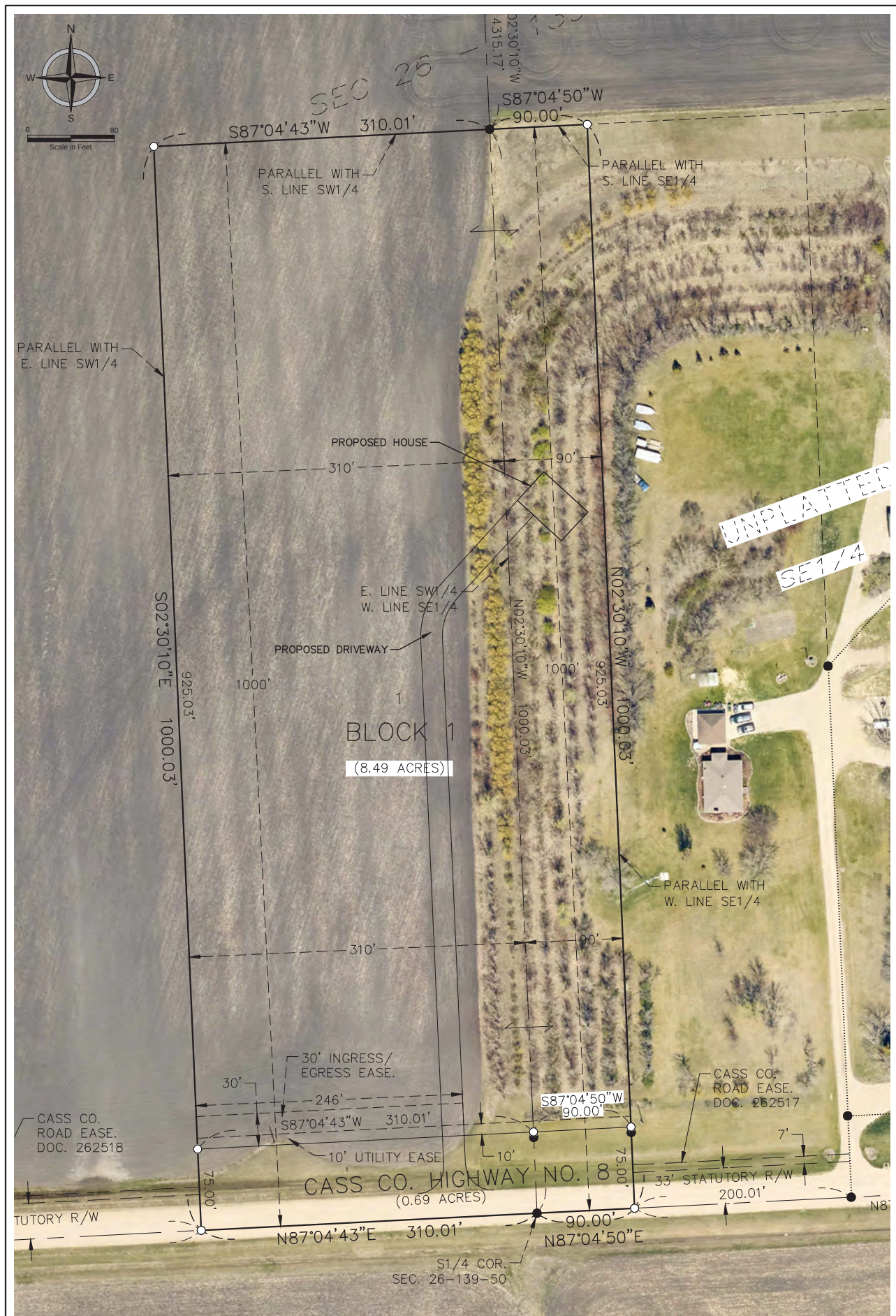
West Fargo Zoning

- 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





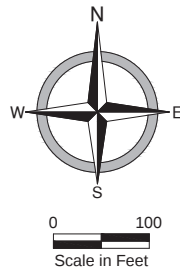
**PROPOSED PRELIMINARY SITE PLAN
GENSLER SUBDIVISION
WEST FARGO, NORTH DAKOTA**

PROJECT No. 21247
DATE: 11.03.21
REVISED: SWH
DRAFTER: ACT
REVIEWER:



PLAT OF
GENSLER SUBDIVISION

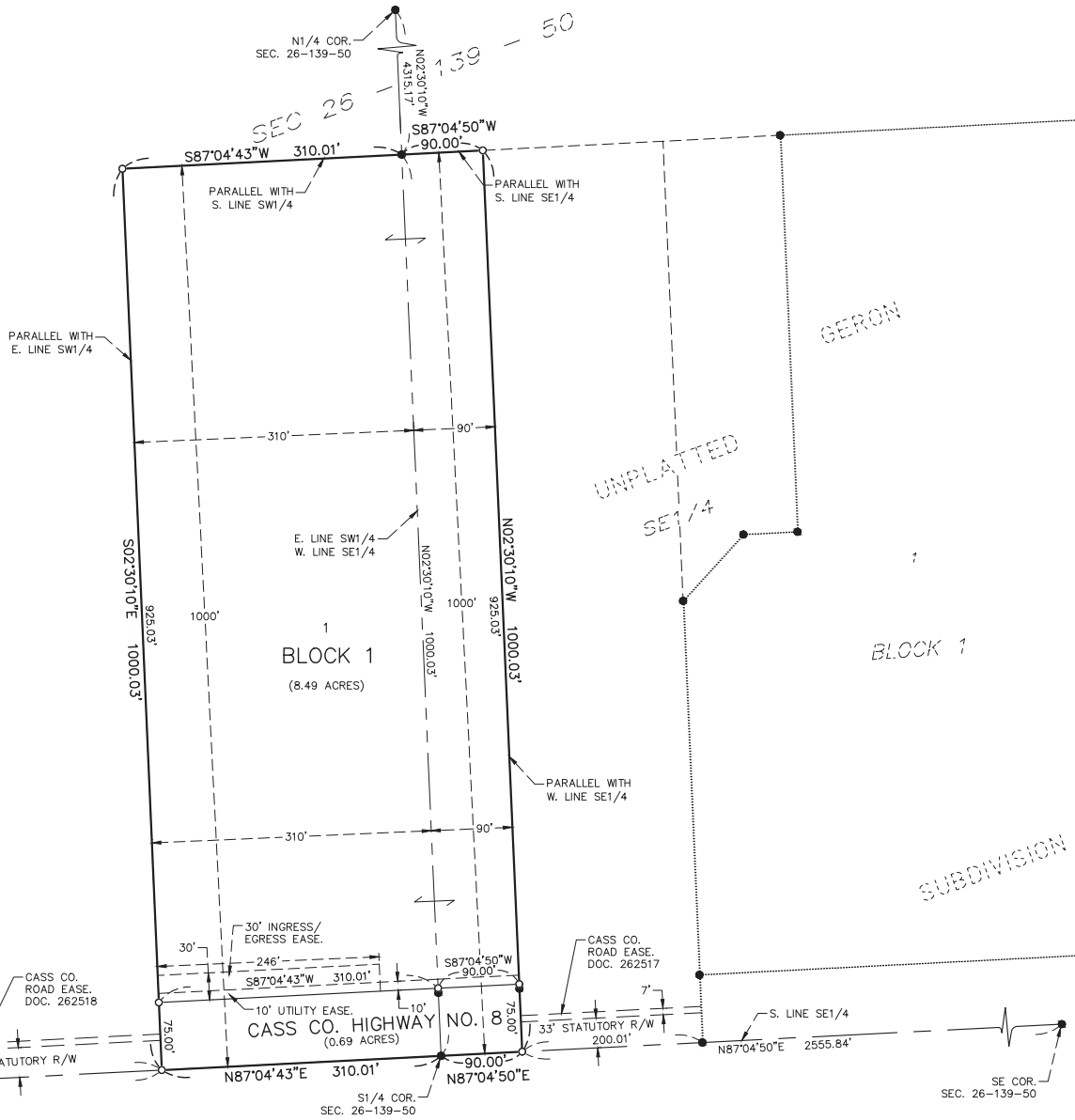
IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, A PLAT OF PART OF THE
SOUTH HALF OF SECTION 26, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA



LEGEND

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

BASIS OF BEARINGS: THE SOUTH LINE OF THE SE1/4 OF SECTION 26-139-50 HAS AN ASSUMED BEARING OF N87°04'50"E.



CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "GENSLER SUBDIVISION" IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 139 NORTH, RANGE 50 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

THE SOUTH 1000.00 FEET OF THE EAST 310.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AS MEASURED AT A RIGHT ANGLE TO AND PARALLEL WITH THE SOUTH AND EAST LINES OF SAID SOUTHWEST QUARTER.

AND

THE SOUTH 1000.00 FEET OF THE WEST 90.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AS MEASURED AT A RIGHT ANGLE TO AND PARALLEL WITH THE SOUTH AND WEST LINES OF SAID SOUTHEAST QUARTER.

SAID TRACT CONTAINS 9.18 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

EASEMENTS OF RECORD

- NORTHWESTERN BELL TELEPHONE COMPANY, BOOK V-5 OF MISC. PAGE 23
- CASS RURAL WATER USERS INC., BOOK C-7 OF MISC., PAGE 464
- NORTHWESTERN BELL TELEPHONE COMPANY, BOOK I-8 OF MISC., PAGE 127
- NORTHWESTERN BELL TELEPHONE COMPANY, BOOK P-8 OF MISC., PAGE 113
- CASS RURAL WATER USERS INC., DOC. 913138

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

STATE OF NORTH DAKOTA)
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "GENSLER SUBDIVISION" IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL HIGHWAYS, UTILITY AND INGRESS/EGRESS EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: GENSLER FAMILY LIMITED PARTNERSHIP

HOWARD C. GENSLER, GENERAL PARTNER

STATE OF NORTH DAKOTA)
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED HOWARD C. GENSLER, GENERAL PARTNER, 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 GENSLER FAMILY LIMITED PARTNERSHIP.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2021.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2021, 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 EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2021.

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 _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2021.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2021.



DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



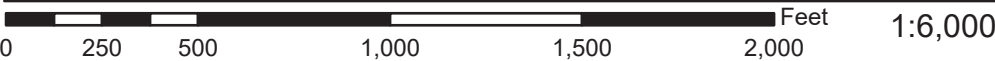
SHEET 1 OF 1
PROJ. NO. 21247

Page 31 of 80

National Flood Hazard Layer FIRMette



96°57'53"W 46°49'22"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/3/2021 at 5:53 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

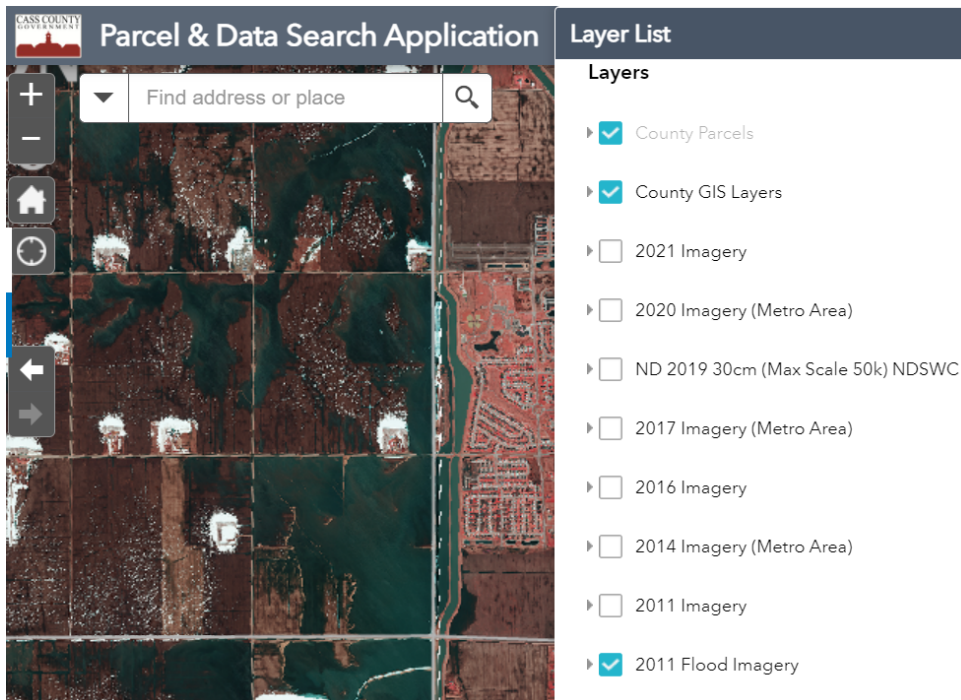
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Malachi D. Petersen

From: Benson, Jason <BensonJ@casscountynd.gov>
Sent: Tuesday, November 23, 2021 9:13 AM
To: Malachi D. Petersen
Subject: RE: Steve Selberg's area and flood access

Here you go. You can also find this imagery on our County GIS hub at the link below. Then just click on the layer list and select the 2011 Flood Imagery.

[Mobile Parcel & Data Search Application | Cass County Hub \(arcgis.com\)](#)





Jason Benson, P.E.
County Engineer
Cass County Highway Department
1201 Main Ave West
West Fargo, ND 58078
701-298-2372

-----Original Message-----

From: Malachi D. Petersen <Malachi.Petersen@westfargond.gov>
Sent: Tuesday, November 23, 2021 9:02 AM
To: Benson, Jason <BensonJ@casscountynd.gov>
Subject: RE: Steve Selberg's area and flood access

CAUTION: EXTERNAL EMAIL

Jason,

Can you resend the link to the photo you were referring to? For some reason my computer can't open the image.

Thanks!

- Malachi

-----Original Message-----

From: Benson, Jason <BensonJ@casscountynd.gov>
Sent: Monday, November 15, 2021 4:56 PM
To: Malachi D. Petersen <Malachi.Petersen@westfargond.gov>
Subject: RE: Steve Selberg's area and flood access

No problem. The aerial image I showed was from the 2011 flood. We have the 2011 flood aerial in our GIS and it's a great resource when looking a past flood issues.

Jason Benson, P.E.
County Engineer
Cass County Highway Department
1201 Main Ave West
West Fargo, ND 58078
701-298-2372

-----Original Message-----

From: Malachi D. Petersen <Malachi.Petersen@westfargond.gov>
Sent: Monday, November 15, 2021 4:21 PM
To: Benson, Jason <BensonJ@casscountynd.gov>
Subject: Re: Steve Selberg's area and flood access

CAUTION: EXTERNAL EMAIL

Thanks Jason!

From: Benson, Jason <BensonJ@casscountynd.gov>
Sent: Monday, November 15, 2021 10:09:21 AM
To: Malachi D. Petersen
Subject: RE: Steve Selberg's area and flood access

Malachi,

It appears that he would not currently have access on 40th Ave during a flood as 40th Ave overtops just west of the Sheyenne Diversion. However, he does have access out to Cass Hwy 15 and north to 32nd Ave and into West Fargo. The attached image shows his parcel in pink, the light blue on 40th where the water overtops, and the road segments in green where the roads don't overtop.

[cid:image001.png@01D7DA08.DA07B250]

Jason Benson, P.E.
County Engineer
Cass County Highway Department
1201 Main Ave West
West Fargo, ND 58078
701-298-2372

From: Malachi D. Petersen <Malachi.Petersen@westfargond.gov>
Sent: Friday, November 12, 2021 11:13 AM

To: Benson, Jason <BensonJ@casscountynd.gov>

Subject: Steve Selberg's area and flood access

CAUTION: EXTERNAL EMAIL

Jason,

Steve Selberg's application for a CUP to construct his house was denied by the Planning & Zoning Commission on Tuesday night. He is appealing the decision and will be going to the City Commission meeting on Dec. 6. The main hangup for the Planning & Zoning Commission aside from the fact that it falls outside of the proposed FM Diversion seemed to be whether or not he had access to the property / emergency services had access to the property in the event of a 100-year flood event. I was wondering what your assessment was regarding flood access? Is this a concern for the County?

Please let me know your thoughts etc.

Thanks!

- Malachi

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

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

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

City of West Fargo
Designated Depositories
NDCC 21-04-13
Monday, January 3, 2022

Depository	Address
Alerus	901 13th Ave E, West Fargo
First International Bank & Trust	1350 13th Ave E, West Fargo
Choice Financial	210 Sheyenne St, West Fargo
Bell Bank	320 32nd Ave W, Ste 100, West Fargo

Prepared by: Jim Larson



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

DEC 21 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 Leroy Turner		Dates of Activity 1/8/22		If raffle, provide drawing date	
Organization or Group Contact Person Cowboy Up Against Cancer		Title or Position		Telephone Number 701-238-2881	
Business Address 1552 170th Ave S		City Moorhead		State MN	ZIP Code 56514
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) West Fargo Conference Center					
Site Address 825 E. Beaton Dr.		City West Fargo		ZIP Code 58078	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Poker	Cash prizes less 20% of buy-ins. Various prizes based on finish	
Add Row	Delete Row	
Total (limit \$40,000 per year)		

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	

Organization or Group Contact Person

Name Leroy Turner	Title	Telephone Number 701-238-2881	E-mail Address
Signature of Organization or Group's Top Official		Title	Date 12/20/2021

* filed on his behalf

701-640-1742
Corey Eslinger

12-21-21
pd # 10.00
cash
Page 38 of 80



GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL

SFN 17996 (07/2016)

DEC 20 2021

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

Full, Legal Name of Gaming Organization **RMEF Mindak 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 West Fargo Conference Center			
Street 825 E Beaton Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 4/30/22	Ending Date(s) Authorized 4/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Ballroom			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known 4/20/22 4/30/22			

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK# 2812602178
pd 12-20-21
\$100.00



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) West Fargo Conference Center		Site Name West Fargo Conference		Site Phone Number (701) 551-0120
Site Address 825 E Beaton Dr	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) Rmef Minndak Inc		Rental Period 4/30/2022 to 4/30/2022		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 a raffle drawing going to be conducted at this site?		☐ No ☒ Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		☒ No ☐ Yes		\$
4. 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		\$ \$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: ☐ Jar Bar Only ☐ Dispensing Device Only ☐ Jar Bar and Dispensing Device		☒ No ☐ Yes		\$
				Total Monthly Rent \$ 0.00

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 or prize boards 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.

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 Catering Sales Manager	Date 12/16/21
Signature of Lessee (Top Executive Official)	Title Regional Director	Date



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

DEC 28 2021

Applying for (check one)

☒ Local Permit

☐ Restricted Event Permit*

Games to be Conducted

☐ Bingo

☒ Raffle

☐ Raffle Board

☐ Calendar Raffle

☐ Sports Pool

☐ Poker*

☐ Twenty-One*

☐ Paddlewheels*

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

Name of Organization or Group of People permit is issued to <u>The American Legion Department of ND</u>	Dates of Activity	If raffle, provide drawing date <u>6/20/2022</u>	
Organization or Group Contact Person <u>Ronald Matthews</u>	Title or Position <u>Adjutant</u>	Telephone Number <u>701-293-3120</u>	
Business Address <u>405 W Main Ave Suite 4-A</u>	City <u>West Fargo</u>	State <u>ND</u>	ZIP Code <u>58078</u>
Mailing Address (if different) <u>PO Box 5057</u>	City <u>West Fargo</u>	State <u>ND</u>	ZIP Code <u>58078</u>
Site Name (where gaming will be conducted) <u>The American Legion Department of ND Headquarters</u>			
Site Address <u>405 W Main Ave Suite 4-A</u>	City <u>West Fargo</u>	ZIP Code <u>ND</u>	County <u>Cass</u>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle/Sweepstakes	1 st Place → \$2000	\$2000
Raffle/Sweepstakes	2 nd Place → \$1000	\$1000
Raffle/Sweepstakes	3 rd + 4 th Place → \$200 each	\$200 x 2 = \$400
Raffle/Sweepstakes	5 th - 10 th Place → \$100 each	\$100 x 6 = \$600
Add Row	Delete Row	

Total (limit \$40,000 per year)

\$4000

Intended Uses of Gaming Proceeds

Support the 4 Pillars of the American Legion, assisting veterans and other Legion programs

Does the organization presently have a state gaming license? (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: \$8000

(This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name <u>Ronald Matthews</u>	Title <u>Adjutant</u>	Telephone Number <u>701-293-3120</u>	E-mail Address <u>adjutant@ndlegion.org</u>
Signature of Organization or Group's Top Official <u>Ronald J. Matthews</u>		Title <u>Adjutant</u>	Date <u>12/22/2021</u>

REAL ESTATE PURCHASE AGREEMENT

between

CITY OF WEST FARGO, NORTH DAKOTA

("Seller")

and

LAKE AGASSIZ HABITAT FOR HUMANITY, INC.

("Purchaser")

December __, 2021

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is entered into effective the ____ day of December, 2021, between Seller and Purchaser, who agree as follows:

1. **Recitals.** The parties to this Agreement make the following declarations:
 - a. That Lake Agassiz Habitat for Humanity, Inc. is a non-profit corporation that works to end poverty housing in Cass County, North Dakota by building affordable homes in partnership with lower-income householders and the community.
 - b. That the City of West Fargo, North Dakota is the owner of certain real property consisting of an unimproved lot, located at 801 10 ½ Avenue West in West Fargo.
 - c. That Lake Agassiz Habitat for Humanity, Inc. desires to obtain such lot from the City of West Fargo for the purpose of constructing a single-home on the site, with the lot subsequently transferred to Cass Clay Community Land Trust in a partnership with that organization.
 - d. That Lake Agassiz Habitat for Humanity, Inc. and the City of West Fargo enter into this Agreement in the spirit of collaboration and with the mutual goal of benefiting the West Fargo community.
2. **Definitions.** For the purpose of this Agreement:
 - a. "Seller" shall mean City of West Fargo, North Dakota, a political subdivision of the State of North Dakota, the mailing address of which is 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078.
 - b. "Purchaser" shall mean Lake Agassiz Habitat for Humanity, Inc., a Minnesota non-profit corporation, the mailing address of which is 210 North 11th Street, Moorhead, Minnesota 56560.
 - c. "Property" shall mean the real property located at 801 10 ½ Street West in West Fargo, Cass County, North Dakota, legally described as follows:

Lot 1, Block 3, Lenzmeier 2nd Addition

Parcel No.: 02-0910-00640-000
 - d. "Purchase Price" shall mean the sum of One and no/100 (\$1.00) Dollar, to be paid by Purchaser to Seller.

- e. "Time of Closing" shall be on or before ~~December~~January 31, 2021, as may be closed by TRN Abstract & Title of Fargo, North Dakota, or as may otherwise be agreed by the parties.
- f. "Agreement" shall mean this real estate purchase agreement between Seller and Purchaser.
3. ***Sale and Purchase.*** Seller hereby sells, and Purchaser hereby buys, the Property, subject to the terms and conditions of this Agreement. The Property is a vacant lot.
4. ***Purchase Price.*** The Purchase Price for the Property shall be the sum of One and no/100 (\$1.00) Dollar payable from Purchaser to Seller at the Time of Closing.
5. ***Deed and Marketable Title.*** At the Time of Closing, Seller shall execute and deliver to Purchaser a Warranty Deed and other related documents, conveying marketable title to the Property, subject to:
- a. Covenants, conditions, restrictions, declarations and easements of record, if any;
 - b. Reservations of mineral interests or mineral rights;
 - c. Building, zoning, subdivision laws, regulations, or policies;
 - d. The lien of real estate taxes and installments of special assessments that are payable by Purchaser pursuant to this Agreement; and,
 - e. Any items not timely objected to by Purchaser pursuant to Paragraph 8.
6. ***At Closing.*** The closing agent for this transaction shall be TRN Abstract and Title located in Fargo, North Dakota, unless otherwise agreed by the parties. At the Time of Closing, the Seller and Purchaser shall have the following obligations:
- a. ***Seller's Obligations.*** Seller shall have the following obligations:
 - (1) Seller shall execute, acknowledge and deliver a Warranty Deed to Purchaser conveying good and marketable title, pursuant to Paragraph 5;
 - (2) Deliver physical possession of the Property to Seller;
 - (3) Deliver the abstract to the Property; and,

- (4) Execute such other documents necessary to transfer the Property to Purchaser.

b. ***Purchaser's Obligations.*** Purchaser shall have the following obligations:

- (1) Purchaser shall deliver to Seller the Purchase Price, and,
- (2) Execute such other documents necessary to transfer the Property to Purchaser.

7. ***Real Estate Taxes and Special Assessments.*** Real estate taxes and installments of special assessments for 2021 (payable 2022) and for all prior years shall be paid in full by Seller prior to the Time of Closing. Real estate taxes and installments of special assessments for 2022 (payable 2023) and all subsequent years shall be the responsibility of Purchaser. However, if the Time of Closing occurs in 2022, then the real estate taxes and installments of special assessments for 2022 (payable 2023) will be prorated to the day on which closing occurs.

8. ***Evidence of Title.*** Promptly after the execution of this Agreement, Seller at ~~Seller's~~Purchaser's cost shall cause the abstract of title to the Property to be brought current, ~~at the expense of Seller,~~ and deliver the updated abstract to Purchaser. Purchaser shall have until the Time of Closing to examine title to the Property and to notify Seller in writing specifying any defects that render the title to the Property unmarketable. Seller shall have one hundred twenty (120) days from receipt of notice within which to remove said defects. If Seller is unsuccessful in removing the marketability defects within said time, Purchaser may in Purchaser's sole discretion, accept the title as it then is, or cancel this Agreement by written notification to Seller. In the event of a cancellation, Purchaser and Seller shall be released as to one another of all further obligations under this Agreement. However, Seller agrees that Seller will, if title is found unmarketable, use diligent efforts to correct the defective title within the time provided, including the bringing of necessary litigation.

9. **Document and Recording Fees.** Seller shall be responsible for: ~~(i) the cost of preparing the Warranty Deed and related documents;~~ (ii) the cost of any corrective title work; ~~(iii) the cost of creating and updating the abstract for the Property;~~ ~~(iv) one half of the cost of any closing fee charged by a closing agent for the transaction;~~ and ~~(v) and (ii) the~~ Seller's attorney fees. Purchaser shall be responsible for: (i) the cost of preparing and recording the Warranty Deed and related documents; (ii) the cost of updating or creating an abstract and title examination, including attorney title opinion; (iii) ~~one half of the cost of any~~the closing fee charged by a closing agent for the transaction; (iv); the cost of any work or services ordered by Purchaser; and (v) Purchaser's attorneys fees.

10. **Seller's Disclosures.** The Seller makes the following disclosures:

- a. **Water and Sewer Service.** Seller represents and warrants that the Property is serviced by municipal sewer and water service.
- b. **Hazardous Substances.** Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the Property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time.
- c. **Septic System.** There is no septic system located on the Property.
- d. **Well Disclosure.** Seller hereby certifies that there are no wells located upon the Property.
- e. **No Material Matters.** Seller is not aware of any material facts with respect to the Property that could adversely affect Purchaser's plans to construction a single-family home on the Property.
- f. **Leases.** Seller discloses that the Property is not subject to any lease agreements.

11. **Additional Terms and Conditions.** The purchase of the Property shall be subject to the following additional terms and conditions:

- a. **Physical Possession.** Seller shall deliver physical possession of the Property as of the Time of Closing.

- b. **Inspection.** Purchaser shall have the right to inspect the Property at reasonable times prior to the Time of Closing.
- c. **Attorney's Fees and Costs.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- d. **Legal Representation.** Purchaser is represented by the Vogel Law Firm in this transaction. Seller is represented by Ohnstad Twitchell Law Firm in this transaction.
- e. **Assignable.** This Agreement is assignable by Purchaser with written notice to Seller.
- f. **Attorney's Fees and Costs.** Each party shall pay its own attorneys fees with respect to this transaction. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

12. **Administration and Construction.** This Agreement shall be administered and construed in accordance with the following provisions:

- a. **Time.** Time is of the essence of this Agreement.
- b. **Notices.** Any and all notices or other communication provided for in this Agreement shall be given in writing by registered or certified mail which, unless otherwise designated by a party, shall be addressed to the addresses shown in Paragraph 1 of this Agreement.
 - (1) As to registered mail, notice shall be deemed served when properly addressed and duly accepted for mailing as registered mail in a branch of the United States Postal Service.
 - (2) As to certified mail, notice shall be deemed served when duly deposited in a United States Postal Service mailbox or at a branch of the United States Postal Service.
- c. **Captions.** The captions on the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of convenient reference. The captions shall not be used to construe or interpret the Agreement nor to prescribe the scope or intent of the Agreement.
- d. **Specific Performance.** The parties stipulate that it is impossible to measure in money the damages which will accrue to a party to this

Agreement by reason of a failure to perform any of the obligations under this Agreement.

- (1) Therefore, if any party to this Agreement shall institute any action or proceeding to enforce the provisions of this Agreement, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law.
 - (2) Such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.
- e. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions. The Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- f. **Entire Agreement.** This Agreement constitutes the complete and entire understanding of the parties concerning the conveyance of the Property. Neither party shall be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Agreement which may have been made by any broker, agent, employee or other person representing or purporting to represent a party to this Agreement.
- g. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties to this Agreement.
- h. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered as an original of the Agreement. All executed counterparts shall constitute, and shall have the force and effect, of one and the same document, and shall be binding upon those who execute the Agreement, regardless of whether all parties execute the same document.
- i. **Persons Bound by this Agreement.** This Agreement shall be binding upon the parties and their successors in interest. The rights and obligations of any party to this Agreement may be exercised or satisfied by that party's legal representative.
- j. **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of North Dakota. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be venued in state district court in Cass County, North Dakota.

IN WITNESS OF ITS TERMS AND CONDITIONS, the parties have executed
this Agreement.

4609147.3

REAL ESTATE PURCHASE AGREEMENT
SIGNATURE PAGE FOR SELLER

CITY OF WEST FARGO, Seller

By:_____

Its:_____

By:_____

Its:_____

REAL ESTATE PURCHASE AGREEMENT
SIGNATURE PAGE FOR PURCHASER

LAKE AGASSIZ HABITAT FOR HUMANITY, INC., Purchaser

By: _____
Jim Nelson, Executive Director

THIS AGREEMENT DRAFTED BY:

Corey R. Elmer
Vogel Law Firm
Attorneys at Law
215 30th Street North
P.O. Box 1077
Moorhead, Minnesota 56561-1077
(218) 236-6462
File No.: 052115.17000

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: December 22, 2021
3. AGENDA TITLE:
Continued Public Hearing and First Reading – Proposed North Pond at the
Preserve 15th Addition Rezoning from C-OP: Commercial Office Park to C: Light
Commercial of Lot 1, Block 1 of North Pond at the Preserve 2nd Addition.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold Public Hearing and First Reading on the Rezoning. This item was continued
at the October 4, 2021 City Commission Meeting until additional information was
made available regarding access location and possible traffic study. Engineering
has reviewed updated plat information and indicated that the proposed access
easement has since been moved to an acceptable distance, so it appears a traffic
study would not be necessary.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 1, Block 1 of North Pond at the Preserve 2nd Addition, City of West Fargo, North
Dakota (Proposed North Pond at the Preserve 15th Addition)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold Public Hearing and First Reading on the Rezoning.

STAFF REPORT

A21-31 REPLAT AND REZONING	
North Pond at the Preserve 15 th Addition	
Lot 1, Block 1 of North Pond at the Preserve 2 nd Addition – 350 23 rd Avenue East	
Owner: Oporo, LLC Applicant: Enclave	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	09-14-2021 - Approval
City Commission Public Hearing:	10-04-2021 - Continue
Continued Public Hearing & 1 st Reading:	01-03-2022
2 nd Reading and Final Plat Approval:	

PURPOSE:

Rezone from C-OP: Commercial Office Park to C: Light Commercial and plat for medical office park development.

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):	CO-I: Interstate Corridor Overlay
Proposed Zoning District(s):	C: Light Commercial
Proposed Lot size(s) or range:	1.5 to 5 Acres
Total area size:	12.2 Acres
Adjacent Zoning Districts:	North – Interstate 94 Corridor South – R-1A: Single Family Dwelling District East – C: Light Commercial West – C-OP: Commercial Office Park
Adjacent street(s):	23 rd Avenue East (Collector Street); proposed private access easements
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
Land Dedication Requirements:	n/a

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for a replat and rezoning for a C: Light Commercial development.
- In May of 2021, the Planning and Zoning and City Commissions reviewed and approved site plans for a three-story medical complex under the CO-I: Interstate Corridor Overlay District Regulations, with plans to go through additional site plan review for a similar building to the east, which would be connected.
- The applicant has since determined they would need to have separate parcels for each structure. Under the C-OP: Commercial Office Park District Regulations, they would not meet setback

STAFF REPORT

requirements due to the connection between the two proposed structures.

- The applicant is proposing to rezone the property to C: Light Commercial in order to meet setback requirements, as well as replat to provide for four separate parcels with private access easements throughout the development.
- Preliminary site plans show the Specialty Surgery Facility which was approved in May on Lot 1, connecting to a future building on Lot 2. Lot 3 shows a future structure to the east, while Lot 4 to the south is currently undetermined.
- The Interstate Corridor Overlay District building and site requirements would remain in place on the property, meaning any development/subsequent building permits shall be subject to site and building plan review and approval by the Planning & Zoning and City Commissions.

NOTICES:

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

Comments Received:

- Engineering indicated due to proximity to 4th Street East, the access easement on the east side of the development should be right in/right out only.
- An additional comment was received from Engineering that with all the other properties along the river through this section of town, a 30 to 50 foot levee and access easement has been obtained in the event the city has to pursue future flood control measures.

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

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

RECOMMENDATIONS:

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

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

PLANNING AND ZONING RECOMMENDATION:

At their September 14, 2021 meeting the Planning and Zoning Commission recommended approval of the replat and rezoning with the four conditions noted above as well as the following additional conditions:

5. A 10' watermain easement is included on the west edge of the plat
6. River setback delineation is included on the plat
7. Access spacing is provided through a negative access easement on the plat for the eastern 200 feet for full access on 23rd Avenue South, or provide a traffic study to be reviewed by the City Engineer to give a recommendation to the City Commission

STAFF REPORT

Update:

At the October 4, 2021 meeting, the applicant asked this item be continued as they were trying to determine the proposed access location and whether they will need a traffic study.

Engineering has reviewed updated plat information and indicated that the proposed access easement has since been moved to an acceptable distance, so it appears a traffic study would not be necessary.

E BEATON DR

194

194

A21-31
Proposed
Subdivision

Steyenne River

23RD AVE E

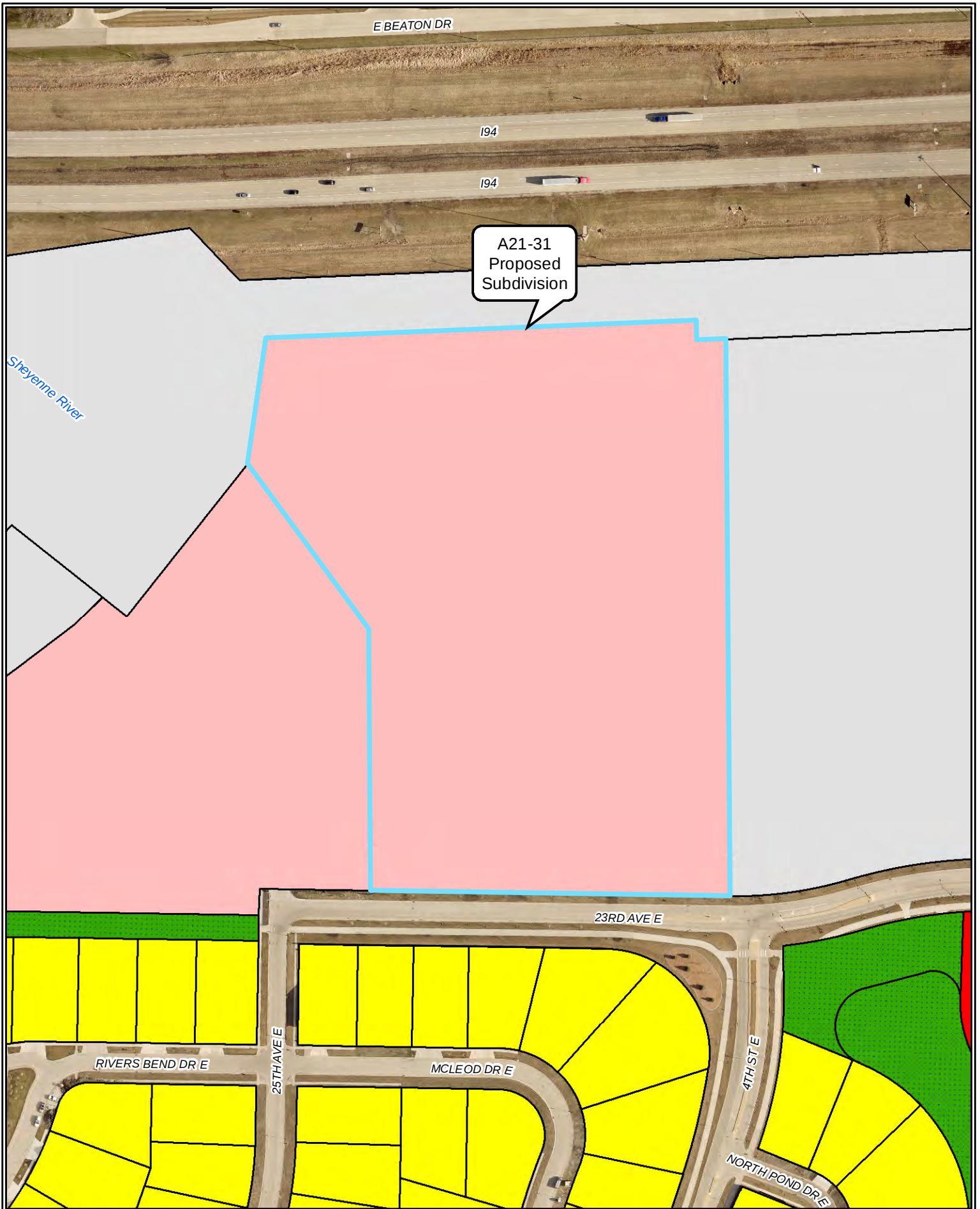
RIVERS BEND DR E

25TH AVE E

MCLEOD DR E

4TH ST E

NORTH POND DR E



A21-31
Proposed
Subdivision



City of
**WEST
FARGO**

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

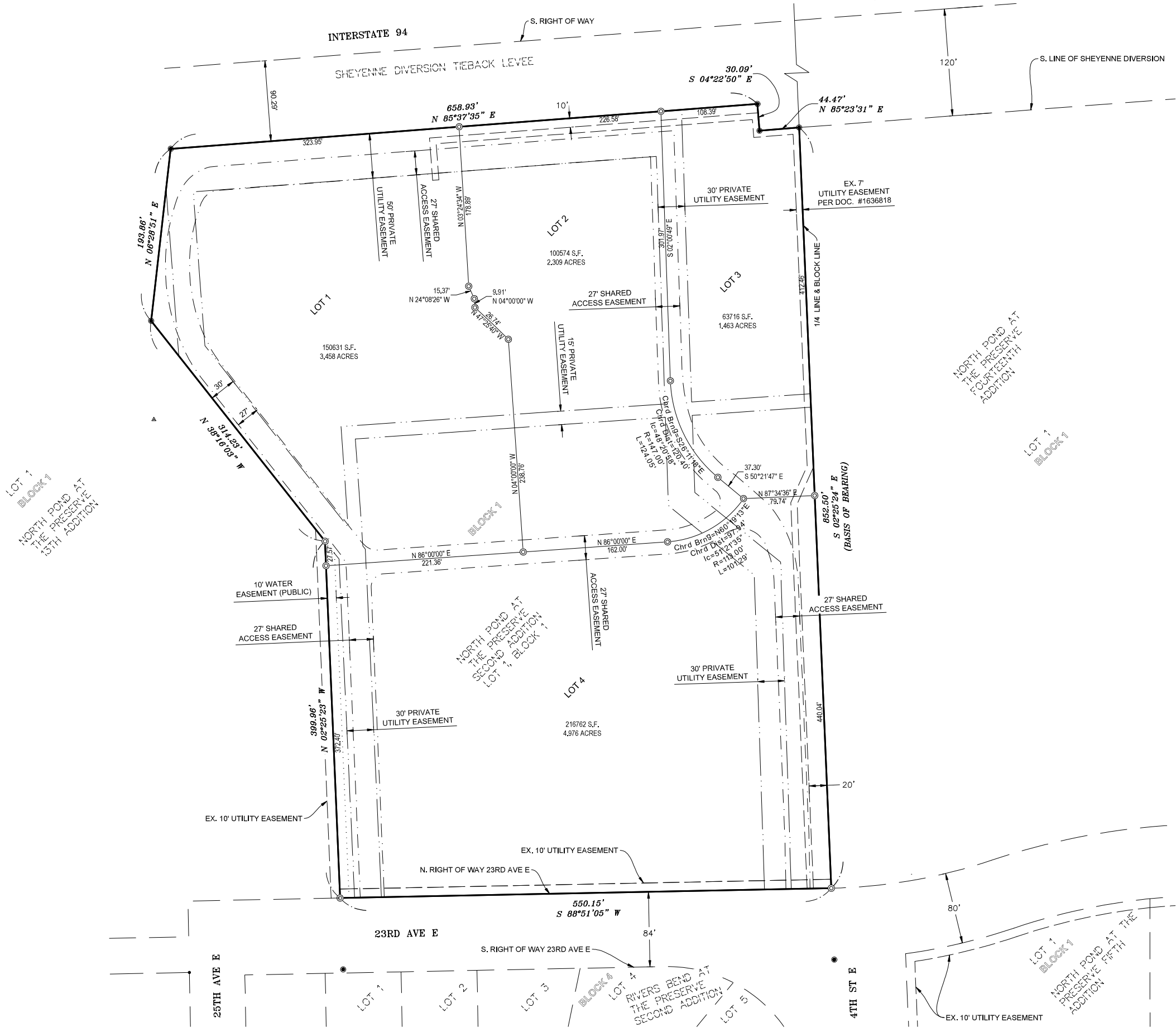


PRELIMINARY PLAT OF
NORTH POND AT THE PRESERVE FIFTEENTH ADDITION

A REPLAT OF LOT 1, BLOCK 1 OF NORTH POND AT THE PRESERVE SECOND ADDITION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 139 NORTH, RANGE 49 WEST,
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

OWNER
OPORO LLC
2829 UNIVERSITY DR. SOUTH, SUITE 103
FARGO, ND 58103
PH: 701.356.4770

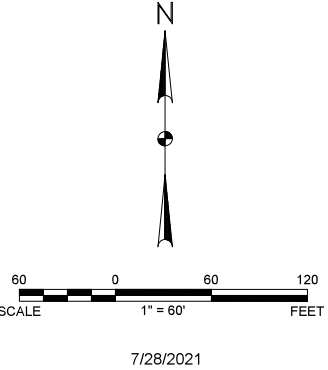
ENGINEER / SURVEYOR
KLJ ENGINEERING LLC
300 23RD AVENUE E, SUITE 100
WEST FARGO, ND 58078
PH: 701.232.5353
www.kljeng.com



LEGEND	
●	REBAR AND CAP FOUND
●	REBAR FOUND
●	5/8" REBAR AND LS 4887 CAP SET
---	NEW SHARED ACCESS EASEMENT LINE
---	NEW PRIVATE UTILITY EASEMENT LINE
---	NEW PUBLIC UTILITY EASEMENT LINE
---	EXISTING EASEMENT LINE
---	ADJACENT LOT LINE
---	PROPERTY BOUNDARY
---	LOT LINE

(60')	RECORD DISTANCE
300.40'	MEASURED DISTANCE
(N 87°02'05" E)	RECORD BEARING
N 87°02'05" E	MEASURED BEARING

BASIS OF BEARING:
SURVEY IS BASED ON FARGO GIS HORIZONTAL DATUM, US
SURVEY FEET. DISTANCES SHOWN ARE GROUND DISTANCES.



14.28.2021 - 3:23pm - K:\Projects\Professional\BIMBA\Architects\2024_01005_MFW\Media\CAD\2024_01005_Final\Plat.dwg

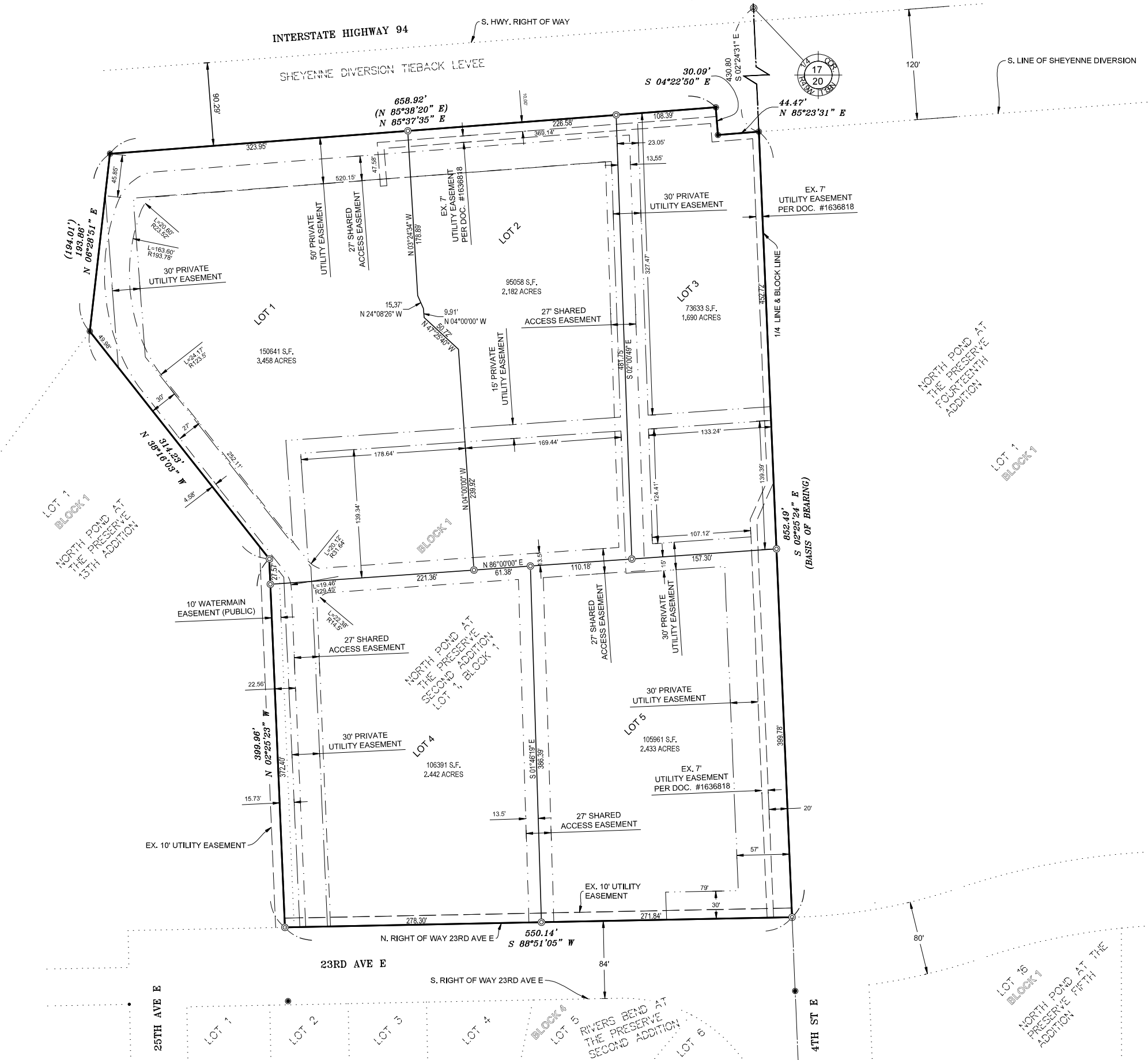
KLJ PROJECT NO. 2124_01244

PLAT OF
NORTH POND AT THE PRESERVE FIFTEENTH ADDITION

A REPLAT OF LOT 1, BLOCK 1 OF NORTH POND AT THE PRESERVE SECOND ADDITION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 139 NORTH, RANGE 49 WEST,
OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

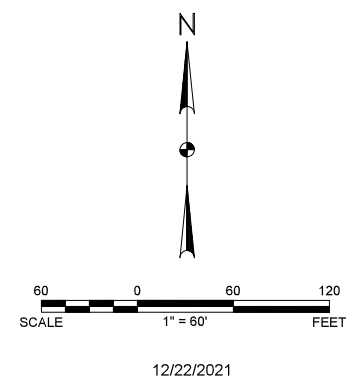
OWNER
OPORO LLC
2829 UNIVERSITY DR. SOUTH, SUITE 103
FARGO, ND 58103
PH: 701.356.4770

ENGINEER / SURVEYOR
KLJ ENGINEERING LLC
300 23RD AVENUE E, SUITE 100
WEST FARGO, ND 58078
PH: 701.232.5353
www.kljeng.com



LEGEND	
	REBAR AND CAP FOUND
	REBAR FOUND
	NEW SHARED ACCESS EASEMENT LINE
	NEW PRIVATE UTILITY EASEMENT LINE
	NEW PUBLIC UTILITY EASEMENT LINE
	EXISTING EASEMENT LINE
	ADJACENT LOT LINE
	PROPERTY BOUNDARY
	LOT LINE
	1/4 LINE
(60')	RECORD DISTANCE
300.40'	MEASURED DISTANCE
(N 87°02'05" E)	RECORD BEARING
N 87°02'05" E	MEASURED BEARING

BASIS OF BEARING:
SURVEY IS BASED ON FARGO GIS HORIZONTAL DATUM, US
SURVEY FEET. DISTANCES SHOWN ARE GROUND DISTANCES.



PLAT OF
NORTH POND AT THE PRESERVE FIFTEENTH ADDITION

A REPLAT OF LOT 1, BLOCK 1 OF NORTH POND AT THE PRESERVE SECOND ADDITION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 139 NORTH, RANGE 49 WEST,
OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS DESCRIPTION, ACCEPTANCE AND 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 FIFTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF:

LOT 1, BLOCK 1 OF NORTH POND AT THE PRESERVE SECOND ADDITION TO THE CITY OF WEST FARGO, CASS
COUNTY, NORTH DAKOTA

THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN ON SAID PLAT. WE HEREBY
DEDICATE UTILITY EASEMENTS AND SHARED ACCESS EASEMENTS TO THE USE OF THE PUBLIC AS SHOWN ON SAID
PLAT. PRIVATE UTILITY EASEMENTS ARE DEDICATED TO THE BENEFIT OF THE PROPERTIES AS SHOWN ON SAID PLAT.

SAID PLAT CONTAINS 12.206 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF
RECORD.

OWNER: OPORO LLC

JED LoPLANTE, ADMINISTRATOR

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS DAY OF , 20,
BEFORE ME, A NOTARY PUBLIC WITH AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED JED LoPLANTE, TO ME KNOWN TO BE THE
PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS A FREE ACT
AND DEED.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, CARL P. OLSON, PROFESSIONAL LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF NORTH DAKOTA DO HEREBY CERTIFY
THAT THE ATTACHED PLAT IS A TRUE AND ACCURATE
REPRESENTATION OF THE SURVEY OF SAID SUBDIVISION AND ALL
DISTANCES SHOWN ON SAID PLAT ARE CORRECT; THAT THE
MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN
CORRECTLY PLACED IN THE GROUND AS SHOWN.

CARL P. OLSON, PROFESSIONAL LAND SURVEYOR
NORTH DAKOTA LICENSE # LS-4687

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS DAY OF ,
20, BEFORE ME, A NOTARY PUBLIC WITH AND FOR SAID
COUNTY AND STATE, PERSONALLY APPEARED CARL P. OLSON, TO
ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO
EXECUTED THE SAME AS A FREE ACT AND DEED.

NOTARY PUBLIC

CITY OF WEST FARGO ENGINEERING DEPARTMENT APPROVAL

APPROVED BY CITY ENGINEER THIS DAY OF
20

DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS DAY OF ,
20, BEFORE ME, A NOTARY PUBLIC WITH AND FOR SAID
COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT,
TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO
EXECUTED THE SAME AS ALLOWED BY THEIR TITLE.

NOTARY PUBLIC

CITY OF WEST FARGO PLANNING COMMISSION APPROVAL

APPROVED BY THE CITY OF WEST FARGO PLANNING COMMISSION
THIS DAY OF , 20

JOSEPH F. KOLB, CHAIR
WEST FARGO PLANNING COMMISSION

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS DAY OF ,
20, BEFORE ME, A NOTARY PUBLIC WITH AND FOR SAID
COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB,
WEST FARGO PLANNING COMMISSION CHAIR, TO ME KNOWN TO BE
THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS
ALLOWED BY THEIR TITLE.

NOTARY PUBLIC

CITY OF WEST FARGO ATTORNEY APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDERED
FILED THIS DAY OF , 20

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS DAY OF ,
20, BEFORE ME, A NOTARY PUBLIC WITH AND FOR SAID
COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY,
CITY ATTORNEY, KNOWN TO BE THE PERSON DESCRIBED IN AND WHO
EXECUTED THE SAME AS ALLOWED BY THEIR TITLE.

NOTARY PUBLIC

CITY OF WEST FARGO CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDERED
FILED THIS DAY OF , 20

BERNIE L. DARDIS, Mayor and President of the Board of City
Commissioners

ATTEST:

TINA FISK, CITY AUDITOR
STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS DAY OF ,
20, BEFORE ME, A NOTARY PUBLIC WITH AND FOR SAID
COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS,
MAYOR, CITY OF WEST FARGO, AND TINA FISK, CITY AUDITOR, CITY
OF WEST FARGO, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN
AND WHO EXECUTED THE SAME AS ALLOWED BY THEIR TITLE.

NOTARY PUBLIC

ORDINANCE NO. 1203

AN ORDINANCE TO AMEND AND REENACT SECTIONS 12-0601 (RELATING TO THE PENALTY FOR PROCURING TOBACCO PRODUCT FOR PERSON UNDER TWENTY-ONE YEARS OF AGE) AND 13-1403 (RELATING TO WRITTEN REPORT OF AN ACCIDENT TO STATE); TO CREATE SECTION 12-0405 (RELATING TO POSSESSION OF TETRAHYDROCANNABINOL); AND TO REPEAL IN THEIR ENTIRETY SECTIONS 12-0316 (RELATING TO SURREPTITIOUS INTRUSION OR INTERFERENCE WITH PRIVACY), 13-0801 (OPERATION OF MOTOR VEHICLE, TRACTOR OR OTHER VEHICLE PROHIBITED ON FLOOD PROTECTIVE WORKS: EXCEPTION) AND 13-1407 (RELATED TO FALSE REPORTS) OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Section 12-0601 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

12-0601. PROCURING TOBACCO PRODUCT FOR PERSON UNDER TWENTY-ONE YEARS OF AGE - PENALTY. For the purpose of this section, the definitions in Section 10-0601 shall apply. It is an infraction for any person to sell or furnish to a person under twenty-one (21) years of age, or procure for a person under twenty-one (21) years of age, cigarettes, cigarette papers, cigars, e-cigarettes, electronic cigarettes, electronic smoking devices, snuff, or tobacco products in any other form in which it may be utilized for smoking or chewing. As used in this section, "sell" includes dispensing from a vending machine under the control of the actor. This section does not apply to a vending machine or other coin-operated machine that is permitted under section 10-0603.

SECTION 2. Section 13-1403 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-1403. WRITTEN REPORT OF AN ACCIDENT TO STATE. The driver of a vehicle involved in an accident resulting in injury to or death of any person, or property damage to an apparent extent of at least ~~\$1,000~~ \$4,000, shall immediately give notice of the accident to the local police department if the accident occurs within the municipality, otherwise to the office of the county sheriff or the state highway patrol. Any person who violates this section must be assessed a fine of \$50. The name of the motor vehicle insurance policy carrier and the policy number of the driver, or if the driver is not the owner of the vehicle, then the motor vehicle insurance policy carrier and the policy number of the owner of the

vehicle, must be furnished to the law enforcement officer investigating the accident. If the driver does not have the required information concerning insurance to furnish the investigating law enforcement officer, then within five (5) days of the accident the driver shall supply that information to the Driver's License Division in the form the Division requires. The director may suspend the license or permit to drive and any nonresident operating privileges of any person failing to comply with the duties as provided in Sections 39-08-06 through 39-08-09 of the North Dakota Century Code until those duties have been fulfilled, and the director may extend the suspension not to exceed thirty (30) days.

(Source: North Dakota Cent. Code § 39-08-09)

SECTION 3. Section 12-0405 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby enacted to read as follows:

12-0405. Possession of Tetrahydrocannabinol.

1. It shall be unlawful to possess Tetrahydrocannabinol. A person in possession of Tetrahydrocannabinol:
 - a. In an amount less than two grams is guilty of an infraction.
 - b. At least two grams but not more than six grams of tetrahydrocannabinol is guilty of a class B misdemeanor.
2. Tetrahydrocannabinols, meaning tetrahydrocannabinols naturally contained in a plant of the genus Cannabis (cannabis plant), as well as synthetic equivalents of the substances contained in the cannabis plant, or in the resinous extractives of such plant, including synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity to those substances contained in the plant; such as the following:
 - a. Delta-1 cis or trans tetrahydrocannabinol, and their optical isomers. Other names: Delta-9-tetrahydrocannabinol.
 - b. Delta-6 cis or trans tetrahydrocannabinol, and their optical isomers. Other names: Delta-8-tetrahydrocannabinol.
 - c. Delta-3,4 cis or trans tetrahydrocannabinol, and its optical isomers. (Since nomenclature of these substances is not internationally standardized,

compounds of these structures, regardless of numerical designation of atomic positions covered.)

3. Tetrahydrocannabinols do not include:

- a. The allowable amount of total tetrahydrocannabinol found in hemp as defined in NDCC chapter 4.1-18.1; or
- b. A prescription drug approved by the United States food and drug administration under section 505 of the Federal Food, Drug, and Cosmetic Act [21 U.S.C. 355].

(NDCC 19-03.1-23(7); NDCC 19-03.1-05)

SECTION 4. Section 12-0316 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

12-0316. **RESERVED FOR FUTURE USE.** ~~SURREPTITIOUS INTRUSION OR INTERFERENCE WITH PRIVACY.~~

- ~~1. An individual is guilty of a class B misdemeanor if, with intent to intrude upon or interfere with the privacy of another, the individual:~~
 - ~~a. Enters upon another's property and surreptitiously gazes, stares, or peeps into a house or place of dwelling of another; or~~
 - ~~b. Enters upon another's property and surreptitiously installs or uses any device for observing, photographing, recording, amplifying, or broadcasting sounds or events from a house or place of dwelling of another.~~
- ~~2. An individual is guilty of a class B misdemeanor if, with intent to intrude upon or interfere with the privacy of an occupant, the individual:~~
 - ~~a. Surreptitiously gazes, stares, or peeps into a tanning booth, a sleeping room in a hotel, or other place where a reasonable individual would have an expectation of privacy; or~~
 - ~~b. Surreptitiously installs or uses any device for observing, photographing, recording, amplifying, or broadcasting sounds or events from a tanning booth, a sleeping room in a hotel, or other place where a~~

~~reasonable individual would have an expectation of privacy.~~

SECTION 5. Section 13-0801 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

13-0801. **RESERVED FOR FUTURE USE**. ~~OPERATION OF MOTOR VEHICLE, TRACTOR OR OTHER VEHICLE PROHIBITED ON FLOOD PROTECTIVE WORKS: EXCEPTION. Unless authorized by the authority in charge thereof, no person shall operate a motor vehicle, tractor or other vehicle upon or across any flood protective works, including but not limited to dike or flood protective works constructed by a state or federal agency, or by a municipality or local subdivision of the state. Any person violating the provisions of this section shall be liable to the city municipality or political subdivision suffering injury for the full amount sustained thereby and in addition thereto shall be guilty of a misdemeanor.~~

SECTION 6. Section 13-1407 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

13-1407. **RESERVED FOR FUTURE USE**. ~~FALSE REPORTS. No person shall give information reports as required in Sections 13-1401, 13-1404, 13-1406, 13-0204 and 13-0205 of this Chapter knowing or having reason to believe that such information is false.~~

SECTION 7. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1200

AN ORDINANCE TO AMEND AND REENACT SECTION 2-0121 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO SNOW, ICE, AND OTHER MATERIALS ON SIDEWALK REMOVED BY OWNER AND OCCUPANT OF PROPERTY.

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

SECTION 1. Section 2-0121 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

2-0121. SNOW, ICE, AND OTHER MATERIALS ON SIDEWALK REMOVED BY OWNER AND OCCUPANT OF PROPERTY. No snow, ice, or other material that may result in slippery conditions, including, but not limited to, mold, slime, dirt or mud, may be allowed to stand or remain upon any public sidewalk within the City of West Fargo. If any person or corporation either neglects or refuses to remove the snow, ice, or other material from a public sidewalk abutting the person's or corporation's property, after forty-eight (48) hours notice by the Superintendent of Streets, or his designee, the person or corporation will be subject to the penalties set out in Section 1-0211. The Superintendent of Streets, or his designee may provide notice either by U.S. mail or by posting notice on the front door of the person's or corporation's property abutting the public sidewalk. The property owner shall have forty-eight (48) hours from the date and time of the notice to remove snow, ice, or other material from the abutting sidewalk. In addition, the Superintendent of Street, or his designee, may cause the snow, ice, or other material to be removed. The expense incurred in the removal will be charged and assessed against the abutting property by special assessment in a manner prescribed by law.

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Dustin Scott

Phone Number: *

701515-5103

Email Address:

dustin.scott@westfargond.gov

Date *

12/29/2021

Topic for Consent or Regular Agenda?

Please select one option:

- ☐ Consent Agenda
☒ Regular Agenda

Please Briefly Describe Your Request *

The NDDOT initiated a project to stabilize Main Ave along the south side of the Sheyenne River (east of the box culvert). They recently hired a consultant team to evaluate conditions and develop design plans for construction, which is tentatively scheduled for 2024. The NDDOT has requested the city execute the attached "Preliminary Engineering Reimbursement Agreement".

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Approve "Preliminary Engineering Reimbursement Agreement".

Upload Additional Documentation (Optional):

9020_Prelim Engr Reimb Agrmnt_12142021.pdf

1.25MB

NDDOT Contract No. 38211463
Project No. NHU-8-010(047)934

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and city of West Fargo, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with a slide repair project along Main Avenue near the Sheyenne Street intersection; and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.



Executed by the city of West Fargo, at West Fargo North Dakota, the last date below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

Paul Benning
SIGNATURE
A411F817506247A...

12/10/2021

DATE

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 07-20



North Dakota Department of Transportation
AUTHORIZATION

At a _____ meeting held on the ____ day
of _____ 20____, it was moved by _____ and seconded by _____
that the attached agreement be approved and that the *
and city auditor be authorized to execute in behalf of the city of _____
and that two executed copies be returned to the North
Dakota Department of Transportation Director.

Adopted on a vote of _____ aye, _____ nay, _____ absent.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

City of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President City Commission



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes nondiscrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19



MEMORANDUM

TO: Paul Benning – Local Government Engineer
FROM: Matt Linneman – Materials and Research Engineer
DATE: August 12, 2021
SUBJECT: Request for Decision on Project Development Activities

Project: NHU-8-010(047)934, PCN 23288 – West Fargo Main Avenue Slide Repair

Length: 0.23 Miles

Classification: Minor Rehab

Cost Participation: Pending

Funding: \$5,000,000 Total

Proposed STIP Info:

Proposed Improvement: Slide Repair
Tentative Bid Date: 1/1/2024
Construction Year: 2024

Purpose and Need Statement:

Mitigate Landslide to protect Highway 10, NDDOT and City of West Fargo Assets

Proposed Improvements:

Mitigation option will be determined through the project development process.

OPD Decision Document
 August 12, 2021
 Page 2 of 3

Decision Requested:

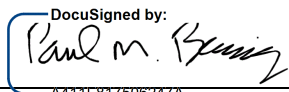
The NDDOT Office of Project Development would like to hire a consultant to perform the tasks marked as consultant below and have Materials and Research Division Manage the project.

	<u>Consultant</u>	<u>NDDOT</u>	<u>N/A</u>
☐ Environmental Document	☒	☐	☐
☐ Survey	☒	☐	☐
☐ Cultural Resources/Delineation	☒	☐	☐
☐ Aquatic Resources Delineation	☒	☐	☐
☐ Noise Analysis	☐	☐	☒
☐ Bridge Preliminary Concept	☐	☐	☒
☐ Traffic Operations	☐	☐	☒
☐ Geotechnical	☒	☐	☐
☐ Geotechnical Borrow	☐	☐	☒
☐ Pavement Design	☐	☐	☒
☐ Hydraulic Report	☒	☐	☐
☐ Roadway Design	☒	☐	☐
☐ Right of Way			
▪ Title Information	☒	☐	☐
▪ Plats	☒	☐	☐
▪ Appraisals	☒	☐	☐
▪ Acquisition	☒	☐	☐
▪ Relocation	☒	☐	☐
▪ Borrow	☒	☐	☐
☐ Environmental Permits			
▪ Mitigation	☒	☐	☐
▪ Permit Application(s)	☒	☐	☐
☐ Bridge Design	☒	☐	☐
☐ Roadway Hydraulics	☒	☐	☐
☐ Bridge Hydraulics	☐	☐	☒
☐ Utility Coordination	☒	☐	☐

OPD Decision Document
August 12, 2021
Page 3 of 3

Comments:

I concur:

DocuSigned by:


Paul Benning – Local Government Engineer

8/13/2021

Date

Certificate Of Completion

Envelope Id: 827D7F7437E54E808458FAF8CC1AD724

Status: Sent

Subject: Contract #38211463: Please DocuSign: Preliminary Engineering Reimbursement Agreement

Contract Number: 38211463

PCN: 23288

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 1

Michael Johnson

AutoNav: Enabled

608 E Boulevard Ave

Enveloped Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

mijohnson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Michael Johnson

Location: DocuSign

12/10/2021 3:53:25 PM

mijohnson@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

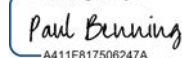
Location: DocuSign

Transportation CLOUD

Signer Events**Signature****Timestamp**

Paul Benning

DocuSigned by:

A411F817506247A...

Sent: 12/10/2021 4:00:59 PM

pbenning@nd.gov

Viewed: 12/10/2021 4:03:24 PM

Security Level: Email, Account Authentication
(None), Authentication

Signed: 12/10/2021 4:04:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

Authentication Details

SMS Auth:

Transaction: 65F6997B809405049193BC73A00A1ECB

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/10/2021 4:03:12 PM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer

DS

Sent: 12/10/2021 4:04:08 PM

ssauer@nd.gov

Viewed: 12/10/2021 5:19:59 PM

Security Level: Email, Account Authentication
(None), Authentication

Signed: 12/10/2021 5:20:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 65F69A93B7E811049193FB117FEA31A3

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/10/2021 5:19:51 PM

Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dustin Scott

Sent: 12/14/2021 8:40:34 AM

Dustin.Scott@westfargond.gov

Viewed: 12/14/2021 2:51:14 PM

Security Level: Email, Account Authentication
(None)

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John T. Shockley jshockley@ohnstadlaw.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tina Fisk tina.fisk@westfargond.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bernie L. Dardis bernie.dardis@westfargond.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Johnson mijohnson@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events		
Michael Johnson mijohnson@nd.gov Urban Cowboy North Dakota Department of Transportation Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 165.234.252.245	Sent: 12/10/2021 3:53:45 PM Viewed: 12/10/2021 3:55:30 PM Completed: 12/10/2021 4:00:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Dustin Scott Dustin.Scott@westfargond.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 165.234.250.2	Sent: 12/10/2021 5:20:13 PM Viewed: 12/14/2021 8:37:06 AM Completed: 12/14/2021 8:40:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2021 3:53:45 PM
Payment Events	Status	Timestamps