



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – April 18, 2022 (Pages 3-5)
- E. Building Permits (Pages 6-8)

Consent Agenda - Approve the Following:

- a. Bills (Pages 9-18)
- b. Games of Chance for David Diedrich Leukemia Fund. Games to be conducted: Raffle from May 2, 2022 to September 5, 2022 at Precision Plumbing at 1935 4th Ave NW (Pages 19-20)
- c. Gaming Site Authorization for Prairie Public Broadcasting Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Prize Board, Twenty-One, Poker, and Paddlewheels with Tickets from July 1, 2022 to June 30, 2023 at Three Lyons LLC at 675 13th Ave E (Pages 21-23)
- d. Gaming Site Authorization for Prairie Public Broadcasting Inc. Games to be conducted: Pull Tab Dispensing Device from July 1, 2022 to June 30, 2023 at Wurst Bier Hall at 3179 Bluestem Dr (Pages 24-26)
- e. Gaming Site Authorization for Boys and Girls Club of the Red River Valley. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, Poker, Calcuttas, and Paddlewheels with Tickets from July 1, 2022 to June 30, 2023 at The Zone Bar at 701 Main Ave East (Pages 27-28)
- f. Games of Chance for American Foundation for Suicide Prevention, ND Chapter. Games to be conducted: Calendar Raffle from May 2, 2022 to September 30, 2022 at Spicy Pie at 745 31st Ave E #10 (Page 29)
- g. Gaming Site Authorization for West Fargo Rural Fire Department Inc. Games to be conducted: Bingo, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, from July 1, 2022 to June 30, 2023 at Bar 9 at 1405 Prairie Parkway (Pages 30-31)
- h. Gaming Site Authorization for West Fargo Rural Fire Department Inc. Games to be conducted: Bingo, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, from July 1, 2022 to June 30, 2023 at Bordertown at 807 Main Ave E (Pages 32-33)
- i. Gaming Site Authorization for West Fargo Rural Fire Department Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device and Twenty-One from July 1, 2022 to June 30, 2023 at Silver Dollar at 221 Sheyenne St (Pages 34-35)

- j. Gaming Site Authorization for West Fargo Rural Fire Department Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device and Twenty-One from July 1, 2022 to June 30, 2023 at Speedway at 680 Main Ave W (Pages 36-37)
- k. Games of Chance for Johnstone Supply (Warriors Never Give Up). Games to be conducted: Raffle on 5/12/2022 at Johnstone Supply at 802 Main Ave W (Page 38)
- l. West Fargo Public Library Appointment of Board Members (Page 39)
- m. Pledging of Securities March 2022 (Pages 40-58)

Regular Agenda

- 1. Swearing in of Police Department Officers - Denis Otterness, Police Chief
- 2. Regular Agenda - Public Hearing and First Reading – Proposed Grant Addition Rezoning from A: Agricultural to R-2: Limited Multiple Dwellings at 7802 52nd Avenue West
- Aaron Nelson, Planning and Zoning Director (Pages 59-83)
- ~~3. Reconsideration of the Sanitation Study – Matt Andvik, Public Works Director (Pages 84-92)~~
(This item has been pulled from the agenda.)
- 4. First Reading of Ordinance 1206 (Massage Ordinance) - John Shockley, City Attorney (Pages 93-101)
- 5. Sanitary Sewer System Rehabilitations, Replacements, and Incidentals
- Dustin Scott, Assistant City Administrator (Pages 102-132)
 - Create Project No. 1340, Approve Engineer's Report, Approve Task Order 54-1, AND Direct Engineer to prepare Plans and Specs
- 6. DMF Health innovations Park 1st Addition
- Dustin Scott, Assistant City Administrator(Pages 133-142)
 - Create Improvement District No. 1341, Approve Engineer's Report, AND Direct Engineer to prepare Plans and Specs
- 7. Project No. 9024 – ADA Transition Plan
- Dustin Scott, Assistant City Administrator (Pages 143-149)
 - Approve Contract with SRF Consulting
- 8. City Administrator's Report - Tina Flsk, City Administrator
- 9. Correspondence
- 10. Non-Agenda Items
- 11. Adjourn



West Fargo City Commission Meeting
Monday, April 18, 2022
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, April 18, 2022, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Brad Olson and Mark Simmons. Commissioner Mandy George was absent. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

The Pledge of Allegiance was recited.

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

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the minutes of April 4, 2022 as distributed. No opposition. Motion carried.

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

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

- a. Bills (Pages 9-17)
- b. Resolution to approve addition of antennas for commercial wireless telecommunication on existing tower at 4331 81 St S, Mapleton Township, ND (Pages 18-42)
- c. Site Plan Review for addition in CO-I: Interstate Corridor Overlay District at 750 23rd Avenue East (Pages 43-49)
- d. Corridor Overlay District Site and Building Plan Review for Office Space at 793 32nd Ave W (Pages 50-54)
- e. Improvement District No. 1337 (Wilds 21st Addition – Phase 2) (Pages 55-63)
 - Approve Plans and Authorize Bid Advertisement
- f. Improvement District No. 2264 (Veterans Blvd and 37th Ave E Signal Light) (Pages 64-68)
 - Approve Memorandum of Understanding with City of Fargo
- g. Season Shutdown for Engineering Permits to be lifted (Pages 69-71)
 - Approve Season Shut down to be lifted
- h. Financial Dashboard as of March 31, 2022 (Pages 72-73)
- i. Review and Approval of the Proposed 2023-2024 Service Agreement from Centre, Inc (Pages 74-77)
- j. 2022 Mosquito Control Agreement with Cass County (Pages 78-79)
- k. Site Authorization for West Fargo Baseball Inc. Games to be conducted: Bingo, Pull Tab Dispensing Device and Electronic Pull Tab Device from 7/1/2022 to 6/30/2023 at Boston's Pizza Restaurant and Sports Bar at 1640 13th Ave E (Pages 80-81)
- l. Site Authorization for West Fargo Baseball Inc. Games to be conducted: Bingo, Pull Tab Dispensing Device, Electronic Pull Tab Device, and Twenty-One from 7/1/2022 to 6/30/2023 at Barcode at 835 23rd Ave E (Pages 82-83)



West Fargo City Commission Meeting
Monday, April 18, 2022
Commission Chambers 5:30 PM

m. Gaming Site Authorization for Arthur W. Jones Post 7564 VFW of the US Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Electronic Pull Tab Device, Seal Board, Prize Board, Sports Pools, Twenty-One, Poker, and Paddlewheels with Tickets at Arthur W. Jones Post 7564 VFW at 444 Sheyenne St (Page 84)

No opposition. Motion carried.

Kent Schimke, DRN ReadiTech CEO/GM and Dustin Maier, ReadiTech Engineering Manager appeared before the Commission for a Franchise Agreement request for ReadiTech. Following discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the request to move forward on a Franchise Agreement with DRN Readitech. This isn't a guarantee, this just allows them to move forward to the next step. No opposition. Motion carried.

Dan Fuller, Fire Chief appeared before the Commission to request approval of ordering a Ladder Truck for 2024 delivery. Following discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the request to order a Ladder Truck for 2024 delivery. No opposition. Motion carried.

Dan Fuller, Fire Chief appeared before the Commission to request approval of the Masonry contracts for the West Fargo Fire Department Building. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Masonry bids for the West Fargo Fire Department Building and the two alternatives. No opposition. Motion carried.

Denis Otterness, Police Chief appeared before the Commission to present the 2021 West Fargo Police Department Annual Report. No action was taken.

Bernie Dardis, Commission President brought forth the discussion of Public Safety Sales Tax. Following discussion, Commission Simmons moved and Commissioner Olson seconded to approve giving authorization to staff to prepare a ballot question and place it on the upcoming general election. This will come back for final approval. Commissioner Gjerdevig opposed. Motion carried on a 3:1 vote.

Dustin Scott, City Engineer appeared before the Commission to request approval of the Project No. 2263 (9th St and 10th Ave E Signal Light), approve Engineer's Report and authorize Plans. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve Project No. 2263 (9th St and 10th Ave E Signal Light), approve the Engineer's Report and authorize Plans. No opposition. Motion carried.

Dustin Scott, City Engineer appeared before the Commission to request approval of the Improvement District No. 2265 (9th ST NE- Main Ave to 12th Ave NE), review RFP results and approve Task Order 3 with Houston Engineering. Following discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve Improvement District No. 2265 (9th ST NE- Main Ave to 12th Ave NE), review RFP results and approve Task Order 3 with Houston Engineering. No opposition. Motion carried.



West Fargo City Commission Meeting
Monday, April 18, 2022
Commission Chambers 5:30 PM

Melissa Richard, Communications Director appeared before the Commission to request approval of Economic Development Sales Tax Funds to purchase POW/MIA Plaza and The Downtown Yards on Sheyenne holiday décor. Mike Amundson, from West Fargo Events came forward to answer any questions as well. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the request to use Economic Development Sales Tax Funds to purchase POW/MIA Plaza and The Downtown Yards on Sheyenne holiday décor. Commission President Dardis opposed. Motion carried on a 3:1 vote.

Tina Fisk, City Administrator City Administrator Report:

- a. Reminder the CIP meetings, Townhall style, are on April 26th one at 12 PM and another at 6:30 PM
- b. Congratulations to Dustin Scott, as he is the new Assistant City Administrator

There were no correspondence.

In regards to non-agenda items, Commission President Bernie Dardis brought forth that the City of West Fargo Moody credit rating and water and sewer enterprise was moved from an A1 to Aa3. This will qualify the City for better interest rates and lower finance charges on our loan. Another item was brought forth by Commissioner Olson, mentioning that there is an article in the Forum that includes two Public Works guys being featured in some of the dirtiest jobs that we have within the City.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 7:52 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
05/02/2022**

	AS OF 4/22/2022			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 491,500.00	4		\$ 2,542,790.00
RESIDENTIAL DWELLING	14	14	\$ 5,126,228.00	40	40	\$ 17,684,128.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC				1		\$ 160,000.00
CHURCH						
ACCESSORY	9		\$ 519,300.00	19		\$ 851,558.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	5		\$ 2,089,400.00	25		\$ 10,047,995.00
RESIDENTIAL	7		\$ 228,705.00	42		\$ 1,577,147.00
PUBLIC						
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				2		\$ 164,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	36	14	\$ 8,455,133.00	133	40	\$ 33,027,618.00

WEST FARGO CITY COMMISSION MEETING

1 of 2

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220313	Precision Concrete Cutters	620 4th Avenue East	Andrew Hutchings	\$ 4,305.00	Remodel - Residential - Egress Window
220254	Tightwood of ND	2805 9th Street NW	Delores & Keith Sanger	\$ 70,000.00	Remodel - Residential - remodel main floor and basement
220288	Signature Homes	519 Wellington Court	Kevin & Amy Kelly	\$ 175,000.00	Accessory - Shed
220317	Precision Concrete Cutters	219 4th Avenue East	Thomas Moltzan	\$ 10,000.00	Remodel - Residential - Install push piers
220314	Eid-Co	529 Westview Lane East	Eid-Co	\$ 292,000.00	Residential Dwelling
220315	Dabbert Custom Homes	6025 Martin Lane West	Dabbert Custom Homes	\$ 316,900.00	Residential Dwelling
220316	Dabbert Custom Homes	6021 Martin Lane West	Dabbert Custom Homes	\$ 274,900.00	Residential Dwelling
220309	Ryezon Construction	745 Augusta Place	Susan & Ronald Hettich	\$ 67,300.00	Accessory - Shed
220274	Golden Sands General Contractors	815 23rd Avenue East	Staysharpe Real Estate	\$ 150,000.00	Accessory - ATM
220214	Meridian Commercial Construction	567 32nd Avenue East	Four Horsemen, LLC	\$ 770,400.00	Remodel - Commercial - Fitup space for eyecare clinic
220297	Karsten & Jamey Johnson	2914 14th Street West	Karsten & Jamey Johnson	\$ 12,000.00	Accessory - Deck
220325	Thomsen Homes	6040 8th Street West	Thomsen Homes, LLC	\$ 218,428.00	Residential Dwelling
220318	Creative Homes	3809 Kensington Drive	Melanie Miller	\$ 75,000.00	Accessory - Shed
220320	Eagle Ridge Companies	3337 4th Street East	Townhomes at Shadow Wood LLC	\$ 92,000.00	Remodel - Residential - Repair fire damage
220338	JLG Architects	1055 32nd Avenue West	West Fargo Park District	\$ 40,000.00	Remodel - Commercial - new restroom and remodel existing restroom
220183	Nathaniel Douglas	2360 7th Avenue East #3	The Perry Center Inc.	\$ 350,000.00	Remodel - Commercial - #3 to merg with #4 to expand daycare.
220336	Epic Carpentry	1711 Huntington Drive	Scott & Rachel Hanson	\$ 7,400.00	Remodel - Residential - Lower Level Finish
220334	Thomas Frelich	2841 14th Street West	Thomas Frelich	\$ 9,000.00	Accessory - Shed
220340	Jordahl Custom Homes	5513 11th Street West	Jordahl Custom Homes	\$ 225,000.00	Residential Dwelling
220341	Jordahl Custom Homes	4928 11th Street West	Jordahl Custom Homes	\$ 318,000.00	Residential Dwelling
220342	Jordahl Custom Homes	926 50th Avenue West	Jordahl Custom Homes	\$ 330,000.00	Residential Dwelling

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220343	Jordahl Custom Homes	1322 28th Avenue West	Jordahl Custom Homes	\$ 277,000.00	Residential Dwelling
220347	Krasley Services	3997 4th Street East	Oakridge Condos, LLC	\$ 29,000.00	Remodel - Commercial - Fitup Office Building
220348	Heritage Homes	2504 North Pond Drive East	Heritage Homes	\$ 520,000.00	Residential Dwelling
220356	Stylemark Builders	3664 4th Street East	Zachary Parsons	\$ 4,000.00	Accessory - Deck
220277	Titan Homes	4810 11th Street West	Titan Homes	\$ 530,000.00	Residential Dwelling
220351	Heritage Homes	710 Rania Way West	Heritage Homes	\$ 394,000.00	Residential Dwelling
220363	Premium Decks	130 50th Avenue East	Tracie Holland	\$ 22,000.00	Accessory - Deck
220366	Plecity Kowalski Construction	2314 Mcleod Drive East	Anuradha Vegi, ETAL	\$ 600,000.00	Residential Dwelling
220354	Designer Homes	862 60th Avenue West	Designer Homes	\$ 250,000.00	Residential Dwelling
220358	Carter Broer	1037 Wildflower Lane West	Carter and Melissa Broer	\$ 20,000.00	Remodel - Residential - Convert covered patio to addition
220369	John Gourde	726 15th Avenue East	John Gourde	\$ 5,000.00	Accessory - Deck
220372	Klein Custom Homes	4688 11th Street West	Westport Investments LLC	\$ 580,000.00	Residential Dwelling
220377	ABC Seamless	919 7th Street West	Mark Lindsey ETAL	\$ 25,000.00	Remodel - Residential - Reside Dwelling
220379	Krasley Services	793 32nd Avenue West	Oakridge Condos, LLC	\$ 491,500.00	Commercial - Construct office building
220378	Vision Construction	1500 13 Avenue East	CPC Fargo LLC	\$ 900,000.00	Remodel - Commercial - Tenant Space for Retail

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 1 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102271	S	4335 VISA HUMAN RESOURCES	200.00	04/11/22			
102272	S	51 CASS COUNTY ELECTRIC COOP	855.99	04/13/22		CL 102957	200.00
102273	S	51 CASS COUNTY ELECTRIC COOP	1601.57	04/14/22		CL 103012	855.99
102274	S	289 ACME TOOLS	835.54	04/19/22		CL 103068	1601.57
						CL 102927	442.62
						CL 102985	29.50
						CL 103064	363.42
102275	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	17812.50	04/19/22		CL 102988	17127.50
						CL 103110	685.00
102276	S	779 AGASSIZ SEED COMPANY	1140.00	04/19/22			
102277	S	2947 ALLSTATE PETERBILT OF FARGO	57.96	04/19/22		CL 102986	1140.00
102278	S	2950 ALPHA TRAINING & TACTICS LLC & SALES	3312.40	04/19/22		CL 102976	57.96
102279	S	3490 AMAZON CAPITAL SERVICES	3599.56	04/19/22		CL 102912	3312.40
						CL 103028	1599.67
						CL 103047	1582.99
						CL 103066	360.90
						CL 103119	56.00
102280	S	317 AMERICAN WELDING & GAS, INC.	595.29	04/19/22		CL 102977	595.29
102281	S	2931 AUTO VALUE PARTS STORES	133.83	04/19/22			
						CL 102930	129.69
						CL 102996	4.14
102282	S	1695 BAKER & TAYLOR	3988.78	04/19/22		CL 103030	3988.78
102283	S	3676 BARRETT IRVING	50.00	04/19/22			
102284	S	3489 BOLTON & MENK, INC	525.00	04/19/22		CL 103015	50.00
102285	S	3512 BOUND TREE MEDICAL, LLC	113.37	04/19/22		CL 103001	525.00
102286	S	652 BRENCO CORPORATION	750.00	04/19/22		CL 103065	113.37
102287	S	351 BUSINESS ESSENTIALS	370.43	04/19/22		CL 102991	750.00
						CL 102943	143.73
						CL 103024	11.82
						CL 103067	214.88
102288	S	39 BUTLER MACHINERY	1189.69	04/19/22		CL 102945	869.00
						CL 102980	320.69
102289	S	1403 CAPITAL ONE TRADE CREDIT	1807.51	04/19/22		CL 103061	1807.51

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 2 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102290	S	4336 CAREN CAMBRE	555.00	04/19/22			
102291	S	51 CASS COUNTY ELECTRIC COOP	50811.11	04/19/22		CL 102958	555.00
						CL 103120	20764.00
						CL 103121	5301.65
						CL 103122	1224.16
						CL 103123	438.30
						CL 103124	23083.00
102292	S	1512 CDW GOVERNMENT, INC	817.86	04/19/22		CL 102873	817.86
102293	S	4108 CED	859.64	04/19/22			
102294	S	1623 CENGAGE GALE	79.76	04/19/22		CL 103035	859.64
102295	S	56 CENTRE, INC.	82.00	04/19/22		CL 103021	79.76
102296	S	1777 CENTURY LINK	230.18	04/19/22		CL 103057	82.00
102297	S	2392 CHOICE FINANCIAL	68580.34	04/19/22		CL 102960	230.18
						CL 103112	48555.18
						CL 103113	20025.16
102298	S	111 CITY OF FARGO	79679.97	04/19/22		CL 102921	38222.49
102299	S	2880 CITY OF FARGO	440771.30	04/19/22		CL 102954	41457.48
						CL 103088	272213.50
						CL 103089	20.80
						CL 103090	168537.00
102300	S	287 CITY OF MOORHEAD	300.00	04/19/22		CL 103034	300.00
102301	S	1338 CLARK'S EXCAVATING & SEPTIC PUMPING	250.00	04/19/22			
102302	S	72 CLASSIC FLORAL	56.99	04/19/22		CL 103013	250.00
102303	S	1904 CODE 4 SERVICES, INC	91831.74	04/19/22		CL 103062	56.99
						CL 102889	90139.11
						CL 103075	1692.63
102304	S	133 COLE PAPER	112.24	04/19/22		CL 102932	112.24
102305	S	4327 CONCORDIA POOL	320.00	04/19/22		CL 102877	320.00
102306	S	229 CONSOLIDATED COMMUNICATIONS	149.03	04/19/22		CL 103073	149.03
102307	S	3245 CORE & MAIN	13133.49	04/19/22		CL 102944	3500.00
						CL 103042	9633.49
102308	S	4086 CORY RAMSEY	334.00	04/19/22		CL 102970	334.00

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 3 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102309	S	3993 DACOTAH TECH APPLIANCE LLC	75.00	04/19/22		CL 102938	75.00
102310	S	1675 DAKOTA FLUID POWER, INC	2720.16	04/19/22		CL 102993	1034.52
						CL 103059	1685.64
102311	S	79 DAKOTA HOSE & EQUIP	469.05	04/19/22		CL 102984	469.05
102312	S	2514 DAKOTA MAILING & SHIPPING EQUIPMENT, INC	99.75	04/19/22		CL 103107	99.75
102313	S	856 DAVE'S WEST FARGO TIRE	89.77	04/19/22		CL 103101	89.77
102314	S	2377 DAVID SAPP	857.20	04/19/22		CL 103071	857.20
102315	S	4338 DEBRA & JEROME LINDEMANN	75.00	04/19/22		CL 102963	75.00
102316	S	2948 DELTA 54 AVIATION LLC	3414.68	04/19/22		CL 103014	3414.68
102317	S	2706 DEREK WERNER	150.00	04/19/22		CL 102878	150.00
102318	S	4349 e-CONOLIGHT	549.95	04/19/22		CL 103086	549.95
102319	S	1502 EIDE BAILLY	105.00	04/19/22		CL 102875	75.00
						CL 102886	30.00
102320	S	877 ENVIRONMENTAL TOXICITY CONTROL INC.	935.00	04/19/22		CL 103039	935.00
102321	S	2089 ENVISIONWARE, INC	725.00	04/19/22		CL 102902	725.00
102322	S	1851 F/S MANUFACTURING INC	14.96	04/19/22		CL 102940	14.96
102323	S	660 FARGO FREIGHTLINER	125.86	04/19/22		CL 102951	125.86
102324	S	1648 FARSTAD OIL, INC	55.00	04/19/22		CL 103054	55.00
102325	S	3347 FIRST INTERNATIONAL INSURANCE	5442.00	04/19/22		CL 103053	2835.00
						CL 103087	2607.00
102326	S	104 FORUM COMMUNICATIONS	138.03	04/19/22		CL 102925	138.03
102327	S	139 FRS WORKS	66.40	04/19/22		CL 103036	33.20
						CL 103103	33.20
102328	S	155 GALLS, LLC	726.79	04/19/22		CL 102887	158.46
						CL 102907	245.39
						CL 102933	76.50
						CL 103072	175.70
						CL 103117	70.74

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 4 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102329	S	3678 GARRETT RIX	239.98	04/19/22			
102330	S	1579 GLENN'S BODY REPAIR INC	5849.32	04/19/22		CL 103074	239.98
102331	S	556 GRAINGER, INC.	77.05	04/19/22		CL 103055	5849.32
102332	S	135 HAWKINS WTR TREATMENT	10075.33	04/19/22		CL 102968	77.05
102333	S	3557 HESI	87.00	04/19/22		CL 103043	10075.33
102334	S	687 INFORMATION TECHNOLOGY DEPT	678.90	04/19/22		CL 103076	87.00
102335	S	2047 INTERNATIONAL CRIME FREE ASSOCIATION	50.00	04/19/22		CL 102904	678.90
102336	S	211 INTERSTATE BATTERIES	419.90	04/19/22		CL 102934	50.00
102337	S	233 J & L SPORTS	21.00	04/19/22		CL 102924	419.90
102338	S	3801 JAMES ELLEFSON	154.97	04/19/22		CL 102939	21.00
102339	S	1945 JEFF'S PLUMBING, INC.	1159.00	04/19/22		CL 102888	154.97
102340	S	4087 JOSHUA ROLCZYNSKI	892.67	04/19/22		CL 103048	1159.00
102341	S	3560 KEN MILLER	106.32	04/19/22		CL 102971	892.67
102342	S	260 LAR'S BODY SHOP	5178.94	04/19/22		CL 103077	106.32
102343	S	705 LAWSON PRODUCTS	354.13	04/19/22		CL 102876	359.59
102344	S	4264 LEVI DUDDEN	334.00	04/19/22		CL 103069	4819.35
102345	S	3418 LOFFLER	564.95	04/19/22		CL 102982	354.13
102346	S	3502 M&T FIRE AND SAFETY	3721.88	04/19/22		CL 102969	334.00
102347	S	3304 MAC'S - FARGO	146.34	04/19/22		CL 102871	90.00
102348	S	3536 MACQUEEN EMERGENCY	19071.03	04/19/22		CL 102983	200.00
102349	S	3488 MARK HOUSH	83.18	04/19/22		CL 103020	274.95
102350	S	3119 MATT RETKA	160.00	04/19/22		CL 103078	3721.88
						CL 102992	146.34
						CL 103045	19071.03
						CL 102917	83.18
						CL 103016	160.00

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 5 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102351	S	299 MENARDS	648.96	04/19/22		CL 102928 CL 103033 CL 103079 CL 103108	472.15 78.01 41.24 57.56
102352	S	2766 MIDCONTINENT COMMUNICATIONS	305.84	04/19/22		CL 102885	305.84
102353	S	1854 MIDWEST TAPE	2516.88	04/19/22		CL 103026 CL 103031	2046.94 469.94
102354	S	772 MINNKOTA	48.00	04/19/22		CL 103100	48.00
102355	S	305 MOORE ENGINEERING INC	78818.85	04/19/22		CL 102903	78818.85
102356	S	298 MVTL LABORATORIES	248.00	04/19/22		CL 102946	248.00
102357	S	728 NAPA CENTRAL	68.34	04/19/22		CL 102929	68.34
102358	S	3428 ND DEPARTMENT OF ENVIORNMENTAL QUALITY	251.58	04/19/22		CL 103058	251.58
102359	S	335 ND DEPT OF TRANSPORTATION	4845.77	04/19/22		CL 103118	4845.77
102360	S	895 ND INSURANCE RESERVE FUND	453.05	04/19/22		CL 103125	453.05
102361	S	337 ND LEAGUE OF CITIES	400.00	04/19/22		CL 102918	400.00
102362	S	334 ND STATE RADIO COMM.	2972.00	04/19/22		CL 102884	2972.00
102363	S	911 NDPOA	240.00	04/19/22		CL 102880 CL 102908 CL 102935	160.00 40.00 40.00
102364	S	756 NELCO FIRST AID	43.75	04/19/22		CL 103050	43.75
102365	S	3114 NEOLOGY INC	4910.00	04/19/22		CL 102881	4910.00
102366	S	271 NETCENTER TECHNOLOGIES	6334.02	04/19/22		CL 102874 CL 102959	470.00 5864.02
102367	S	2812 NORTH DAKOTA HIGHWAY PATROL	250.00	04/19/22		CL 102879	250.00
102368	S	328 NORTHERN ENGINE & SUPPL	378.68	04/19/22		CL 102975	378.68
102369	S	1715 NORTHWEST TIRE INC	653.04	04/19/22		CL 102950 CL 102979	623.04 30.00
102370	S	330 NORTHWESTERN EQUIP INC.	108.84	04/19/22		CL 102948	108.84

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 6 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102371	S	322 NOVA FIRE PROTECTION	592.00	04/19/22			
102372	S	1774 O'REILLY AUTOMOTIVE STORES, INC	457.90	04/19/22		CL 103115	592.00
						CL 102941	446.51
						CL 103081	11.39
102373	S	3416 OCLC, INC.	195.34	04/19/22		CL 103023	195.34
102374	S	352 OK TIRE STORE - COM CTR	1237.90	04/19/22		CL 102949	703.40
						CL 102990	534.50
102375	S	399 OLYMPIC SALES	228.63	04/19/22		CL 102997	228.63
102376	S	4312 OMNI GROUP INTERNATIONAL	4368.00	04/19/22		CL 102999	4368.00
102377	S	631 ONE CALL CONCEPT INC	120.90	04/19/22		CL 102952	120.90
102378	S	276 OSTROMS ACE HARDWARE	445.73	04/19/22		CL 102882	9.96
						CL 102956	423.00
						CL 103038	12.77
102379	S	3002 PERSONAL TOUCH	344.00	04/19/22		CL 103044	344.00
102380	S	563 PETRO SERVE USA	50789.57	04/19/22		CL 103084	1521.15
						CL 103114	49268.42
102381	S	4034 PETRO SERVE USA #63	80.90	04/19/22		CL 103097	80.90
102382	S	1310 PETTYS CONSULTING, LLC	174.00	04/19/22		CL 103083	174.00
102383	S	3620 PNC EQUIPMENT FINANCE	189294.08	04/19/22		CL 103082	189294.08
102384	S	986 POLICE CHIEF ASSOCIATION OF ND	300.00	04/19/22		CL 102936	300.00
102385	S	3391 PPI CONSULTING LLC	475.00	04/19/22		CL 102909	475.00
102386	S	3276 PREMIUM WATERS INC	89.78	04/19/22		CL 103019	89.78
102387	S	1295 PRO-WEST & ASSOCIATES, INC	228.15	04/19/22		CL 103051	228.15
102388	S	1166 PRODUCTIVITY PLUS ACCOUNT	1144.23	04/19/22		CL 102978	1144.23
102389	S	4348 R L ENGBRETSON ARCHITECTS FARGO LLC	5402.50	04/19/22		CL 103049	5402.50
102390	S	3204 RECORD KEEPERS	24.50	04/19/22		CL 102890	24.50
102391	S	2745 RED CARPET	90.00	04/19/22		CL 103092	90.00

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 7 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102392	S	3522 RJ'S TESORO	2047.15	04/19/22			
102393	S	437 SANDY'S DONUTS & COFFEE SHOP	125.70	04/19/22		CL 103085	2047.15
						CL 102883	83.80
						CL 103093	41.90
102394	S	2512 SCOTT DIAMOND	440.00	04/19/22		CL 102906	440.00
102395	S	2271 SCOTT RUDOLPH	50.00	04/19/22		CL 102973	50.00
102396	S	2728 SCOTT TIFFANY	334.00	04/19/22		CL 102972	334.00
102397	S	3864 SHANE HENRICKS	209.58	04/19/22		CL 102974	209.58
102398	S	459 SHERWIN WILLIAMS	42.90	04/19/22		CL 102947	42.90
102399	S	2885 SHORTPRINTER	974.59	04/19/22		CL 102910	911.13
						CL 102931	63.46
102400	S	91 SIGN SOLUTIONS USA	244.16	04/19/22		CL 102926	244.16
102401	S	4350 SLIMS TREE CARE LLC	6728.09	04/19/22		CL 103091	6728.09
102402	S	3528 SNACKS PLUS VENDING	95.70	04/19/22		CL 103052	95.70
102403	S	3607 STRYKER MEDICAL	2365.78	04/19/22		CL 103094	2365.78
102404	S	176 SUMMIT FIRE PROTECTION	190.00	04/19/22		CL 102989	190.00
102405	S	4326 SUZAN J BATES	175.00	04/19/22		CL 103022	175.00
102406	S	733 SWANSTON EQUIPMENT CORP.	4371.70	04/19/22		CL 102987	371.70
						CL 103046	4000.00
102407	S	2217 TINA FISK	172.80	04/19/22		CL 102900	172.80
102408	S	999999 TITAN MACHINERY INC	1194.50	04/19/22		CL 103106	1194.50
102409	S	1285 TRAFFIC CONTROL CORPORATION	19728.00	04/19/22		CL 102998	19728.00
102410	S	2604 TRANSUNION RISK AND ALTERNATIVE	1392.00	04/19/22		CL 103102	1392.00
102411	S	2951 TYLER TECHNOLOGIES, INC	621.04	04/19/22		CL 102981	621.04
102412	S	2136 ULINE INC	107.06	04/19/22		CL 102953	107.06
102413	S	784 UNITED POWER EQUIPMENT	85.48	04/19/22		CL 103040	85.48

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 8 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102414	S	2478 VALLI	6535.27	04/19/22		CL 103005	5321.26
						CL 103006	1214.01
102415	S	3668 VERIZON WIRELESS	11216.05	04/19/22		CL 102961	251.42
						CL 103063	10964.63
102416	S	3212 VISA ADMINISTRATION	4073.36	04/19/22		CL 103011	4073.36
102417	S	2437 VISA ASSESSING	82.57	04/19/22		CL 103004	82.57
102418	S	3706 VISA COMMUNICATIONS	1194.51	04/19/22		CL 103032	1194.51
102419	S	3693 VISA ENGINEERING	2492.02	04/19/22		CL 103041	2492.02
102420	S	2436 VISA FINANCE	665.90	04/19/22		CL 103010	665.90
102421	S	3569 VISA FIRE DEPT 1	3848.92	04/19/22		CL 103116	3848.92
102422	S	3568 VISA FIRE DEPT 2	3769.17	04/19/22		CL 103099	3769.17
102423	S	4351 VISA FIRE DEPT 3	529.99	04/19/22		CL 103105	529.99
102424	S	2439 VISA IT	8539.30	04/19/22		CL 103003	8539.30
102425	S	3161 VISA LIBRARY #1	1538.90	04/19/22		CL 103017	1538.90
102426	S	3162 VISA LIBRARY #2	2500.17	04/19/22		CL 103018	2500.17
102427	S	2438 VISA PLANNING	1659.47	04/19/22		CL 103002	1659.47
102428	S	2435 VISA POLICE #1	3540.48	04/19/22		CL 102967	3540.48
102429	S	3233 VISA POLICE #2	345.84	04/19/22		CL 102966	345.84
102430	S	3234 VISA POLICE #3	350.00	04/19/22		CL 102965	350.00
102431	S	4300 VISA POLICE #5	26.77	04/19/22		CL 102964	26.77
102432	S	4301 VISA POLICE #6	512.50	04/19/22		CL 102962	512.50
102433	S	2423 VISA PUBLIC WORKS #1	3426.61	04/19/22		CL 103027	3426.61
102434	S	4256 VISA PUBLIC WORKS #2	1333.01	04/19/22		CL 103029	1333.01
102435	S	4169 WALKER CONSULTANTS	3750.00	04/19/22		CL 102916	3750.00
102436	S	544 WALLWORK TRUCK CENTER	322.12	04/19/22		CL 102995	322.12

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 9 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102437	S	3062 WELK'S LAWN CARE LLC	1800.00	04/19/22			
102438	S	378 WEST FARGO POSTMASTER	116.00	04/19/22		CL 102955	1800.00
102439	S	2184 WEST SIDE STEEL	127.34	04/19/22		CL 102923	116.00
102440	S	4129 WESTERN NATIONAL MUTUAL INS CO	100.00	04/19/22		CL 102942	127.34
102441	S	807 WEX HEALTH, INC	622.75	04/19/22		CL 103098	100.00
102442	S	569 WF ANIMAL HOSPITAL	2262.56	04/19/22		CL 102919	622.75
102443	S	549 WF PUB SCHOOLS DIST #6	75.00	04/19/22		CL 102911	2262.56
102444	S	4003 WM CORPORATE SERVICES INC	88270.88	04/19/22		CL 103025	75.00
102445	S	338 XCEL ENERGY	41070.92	04/19/22		CL 103060	88270.88
						CL 102901	12052.35
						CL 102914	125.04
						CL 102915	50.89
						CL 102922	46.55
						CL 103007	435.55
						CL 103008	827.76
						CL 103009	24972.23
						CL 103095	2560.55
102446	S	582 ZEP MANUFACTURING	581.86	04/19/22		CL 102937	302.17
						CL 102994	279.69
102447	S	3733 TIMECLOCK PLUS	3600.00	04/19/22			
102448	S	566 WEST FARGO PARK DISTRICT	375725.04	04/20/22		CL 103126	3600.00
102449	S	338 XCEL ENERGY	9087.43	04/20/22		CL 103127	375725.04
						CL 103129	685.89
						CL 103130	8169.59
						CL 103131	231.95
102450	S	271 NETCENTER TECHNOLOGIES	415.00	04/05/22			
102451	S	3331 GOVERNMENTJOBS.COM, INC.	39522.25	04/21/22		CL 102721	415.00
102452	S	141 NORTH STAR SAFETY, INC	380.00	04/22/22		CL 103137	39522.25
102453	S	3549 WEX	2768.80	04/22/22		CL 103140	380.00
102454	S	3540 COLONIAL INSURANCE BCN #E8967887	2398.08	04/25/22		CL 103148	2768.80
102455	S	3547 EQUITABLE UNIT ANNUITY COLLECTIONS	900.00	04/25/22		CL 103158	2398.08
						CL 103157	900.00

04/26/22
10:16:47

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/22

Page: 10 of 10
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102456	S	3542 MAINSTAY FUNDS	860.00	04/25/22			
102457	S	3630 MATRIX TRUST COMPANY	4131.00	04/25/22		CL 103152	860.00
102458	S	3546 NATIONWIDE INVESTMENT ADVISORS LLC	7922.22	04/25/22		CL 103153	4131.00
102459	S	3541 ND FRATERNAL ORDER OF POLICE	1450.00	04/25/22		CL 103151	7922.22
102460	S	3543 NEW YORK LIFE INSURANCE & ANNUITY CORP	8602.04	04/25/22		CL 103154	1450.00
102461	S	3548 PERSHING	700.00	04/25/22		CL 103150	8602.04
102462	S	1464 RED RIVER VALLEY FOP LODGE #1	638.00	04/25/22		CL 103159	700.00
102463	S	3544 VICKI PETERS TEAMSTERS LOCAL NO 120	25.00	04/25/22		CL 103155	638.00
102464	S	3827 WF IAFF	560.00	04/25/22		CL 103149	25.00
102465	S	566 WEST FARGO PARK DISTRICT	54578.23	04/26/22		CL 103156	560.00
						CL 103195	54578.23
Total for Claim Checks			1967971.83				
Count for Claim Checks			195				

* denotes missing check number(s)

of Checks: 195 Total: 1967971.83



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

APR 25 2022

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.

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 DAVID DIEDRICH LUCKENIX FUND	Dates of Activity May 2 - Sept 6, 2022	If raffle, provide drawing date Labour Day 2022	
Organization or Group Contact Person JASON BAUMGARTNER	Title or Position H.R.	Telephone Number 701 552 3069	
Business Address 1935 4th Ave NW	City WF	State ND	ZIP Code 58078
Mailing Address (if different) C/O Precision Inc	City	State	ZIP Code
Site Name (where gaming will be conducted) Precision Plumbing			
Site Address 1935 4th Ave NW	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
raffle	SEE ATTACHED DOCUMENT	
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: \$3,300 (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 JASON BAUMGARTNER	Title H.R.	Telephone Number 701 552 3069	E-mail Address jbaumgartner@precisionpl.com
Signature of Organization or Group's Top Official 		Title H.R.	Date 4.18.22

owner

#1035
4.25-22
Page 19 of 149

ESTIMATES VALUES:

Shotgun - \$1,500

IPAD - \$1,000

YETI - \$500



signbadgers

ARTWORK PROOF

Raffle Tickets

Starting number: 2501
3,000 tickets



Make the
Right Decision
Call

PRECISION

PLUMBING • ELECTRICAL • HEATING • COOLING
INC.

Jason Baumgartner

Cell: 701.552.3069
Office: 701.238.1753
Fax: 701.356.0185
jbaumgartner@precisionpe.com

1935 4th Ave NW
West Fargo, ND 58078



CHARITY RAFFLE \$10

Ticket #: **NO. 2501**

Name: _____
Phone: _____
Address: _____

CHARITY RAFFLE

Charity Fund supports families and friends of Precision in times of need.

DAVID DIEDRICH LEUKEMIA FUND INC.

PRIZES:

- 12 GAUGE SEMI-AUTO SHOTGUN
- YETI 110 HARD COOLER
- Apple Ipad
- (2) \$100 CASH
- (2) \$50 CASH



PRECISION

DRAWING TO BE HELD AT PRECISION
1935 4th Ave NW, West Fargo, ND 58078
LABOR DAY WEEKEND
NEED NOT BE PRESENT TO WIN

NO. 2501

APR 21 2022



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

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

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, 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 Three Lyons LLC			
Street 675 13th Ave E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) entire facility, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK#120745
 Ad 100.00
 7/1/22
 Page 21 of 149



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

License Number (Office Use Only)

Site Owner (Lessor) Three Lyons Llc		Site Name 3 Lyon's		Site Phone Number (701) 277-5966	
Site Address 675 13th Ave E		City West Fargo		State ND	Zip Code 58078
Organization (Lessee) Prairie Public Broadcasting, Inc		Rental Period 3/15/2022 to 6/30/2026		County Cass	
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.					Monthly Rent Amount \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>0.00</u>					\$ \$ 0.00
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____					\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☒ Jar Bar ☒ Standard Dispensing Device					\$ 325.00
☒ Electronic Dispensing Device Number of Electronic Devices <u>10</u>					\$ 750.00
Total Monthly Rent					\$ 1,075.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title OWNER/GM	Date 3/17/22
Signature of Lessee 	Title PRESIDENT & CEO	Date 3/17/22

(over)

Restrooms

Kitchen

Kitchen

Roller
Room

Front
Door

Bar

West

North

APR 21 2022



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

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

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, 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 Wurst Bier Hall			
Street 3179 Bluestem Dr.	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	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) entire facility, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK#120745
\$100.00
pd 4-21-22



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

License Number (Office Use Only)

Site Owner (Lessor) Sausage King Llc		Site Name Wurst Bier Hall		Site Phone Number (701) 532-0484
Site Address 3179 Bluestem Dr	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) Prairie Public Broadcasting, Inc		Rental Period 7/1/2021 to 6/30/2023		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No ☐ Yes ☐ No ☐ Yes \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ ☒ Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ ☒ Rent per Table \$ _____				☐ No ☐ Yes \$ \$
3. Is Paddlewheels conducted at this site? Number of Tables _____ ☒ Rent per Table \$ _____				☐ No ☐ Yes \$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☐ Jar Bar ☒ Standard Dispensing Device				☐ No ☐ Yes \$ 400.00
☐ Electronic Dispensing Device Number of Electronic Devices _____				\$
Total Monthly Rent				\$ 400.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

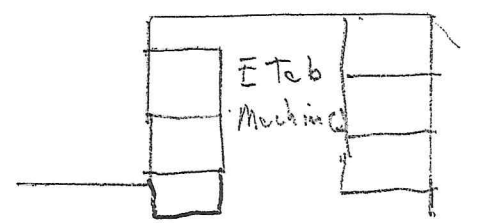
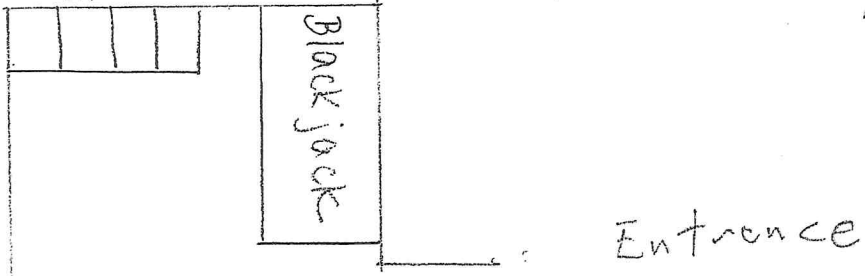
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

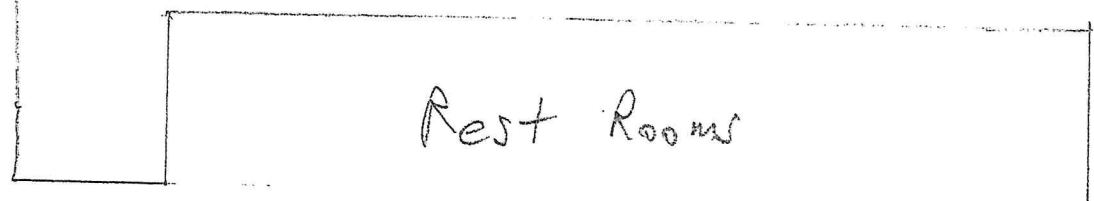
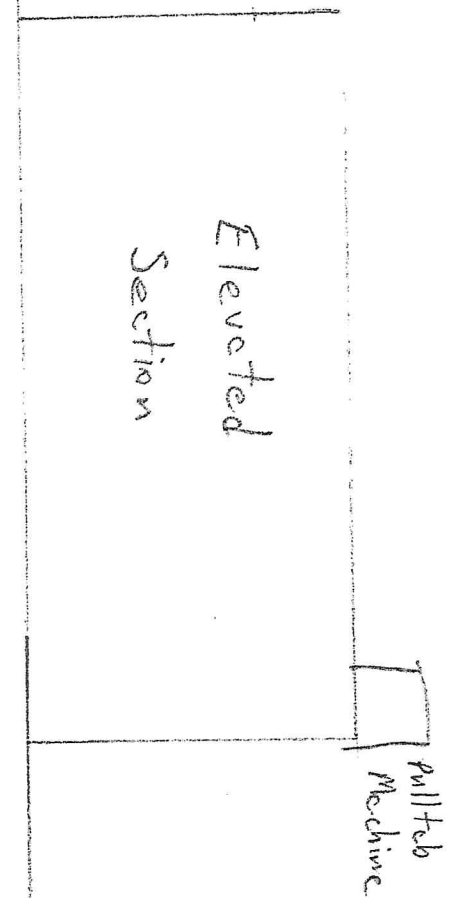
At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title M/M	Date 4-19-21
Signature of Lessee 	Title President & Ceo	Date 4/19/21

Etab machines 3 Lyons N



Office



Kitchen



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

APR 22 2022

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

Full, Legal Name of Gaming Organization **Boys and Girls Club off the Red River Valley**

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 The ZONE BAR			
Street 701 main Ave East	City West Fargo	ZIP Code 58078	County CASS
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Entire Bar Area excluding Restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

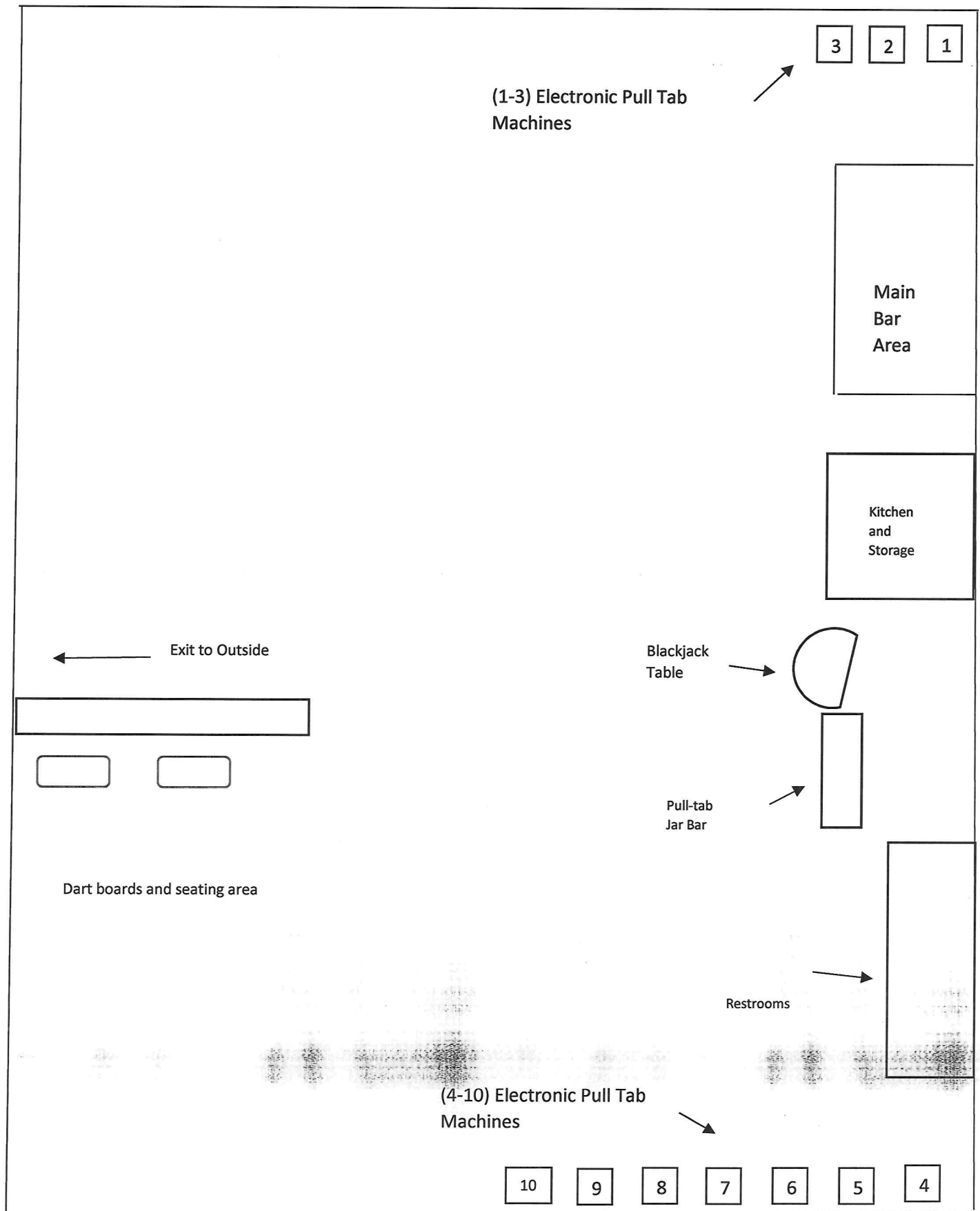
1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms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

RETURN ALL DOCUMENTS TO:

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

CK # 4481
pd 4-22-22
\$100

Work Zone Bar Site Layout
701 Main Ave E, West Fargo ND 58078





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

#10-22
 APR 19 2022

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.
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 American Foundation for Suicide Prevention (AFSP) ND Chapter	Dates of Activity 5-2-22 - 9-30-22	If raffle, provide drawing date	
Organization or Group Contact Person Samantha Christopherson	Title or Position Area Director	Telephone Number 701-371-1194	
Business Address P.O. Box 11295	City Fargo	State ND	ZIP Code 58106
Mailing Address (if different) 307 Francis St.	City West Fargo	State ND	ZIP Code 58078
Site Name (where gaming will be conducted) Spicy Pie			
Site Address 745 31st Ave E #110	City West Fargo	ZIP Code ND	County 58078

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Sept. 1 = \$150 All Saturdays (3, 10, 17, 24) = \$100 each day Sept 30 = \$150 all other days in September	\$1900 given
Add Row	Delete Row	

Total (limit \$40,000 per year)	10,000 (Chapter funds to raffle)
---------------------------------	----------------------------------

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 Samantha Christopherson	Title Area Director	E-mail Address SChristopherson@afsp.org
Signature of Organization or Group's Top Official 	Title Area Director	Date 4-19-2022



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

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

Full, Legal Name of Gaming Organization

West Fargo Rural Fire Department 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 Bar 9			
Street 1405 Prairie Parkway	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Center Section West Wall			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK# 1667
Ad 4-26-22
00
Page 30 of 149



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

License Number (Office Use Only)

Site Owner (Lessor) <i>Aspect, LLC</i>		Site Name <i>Bar 9</i>		Site Phone Number	
Site Address <i>1405 Prairie Pkwy</i>		City <i>West Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>	County <i>Cass</i>
Organization (Lessee) <i>West Fargo Rural Fire Department</i>		Rental Period <i>7-1-22 to 6-30-23</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes ☐ No ☒ Yes \$	
2. Is Twenty-One conducted at this site?		X Rent per Table \$ <i>200</i>		☐ No ☒ Yes \$ <i>300</i>	
Number of Tables with wagers up to \$5 <i>1</i>		X Rent per Table \$ <i>100</i>		\$	
3. Is Paddlewheels conducted at this site?		X Rent per Table \$		☐ No ☐ Yes \$	
Number of Tables					
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site?				☐ No ☐ Yes \$ <i>325</i>	
Please check: ☒ Jar Bar ☒ Standard Dispensing Device					
☒ Electronic Dispensing Device Number of Electronic Devices				\$ <i>700</i>	
Total Monthly Rent				\$ <i>1325</i>	
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐					
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.					
Signature of Lessor <i>[Signature]</i>		Title <i>President / owner</i>		Date <i>4-19-22</i>	
Signature of Lessee <i>[Signature]</i>		Title <i>Fire Chief</i>		Date <i>4/26/22</i>	

(over)



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

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

Full, Legal Name of Gaming Organization **West Fargo Rural Fire Department Incorporation**

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 Bordertown			
Street 807 Main Ave E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Bar Area North and South Walls			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK# 1667
Pd 426-22
H 100
Page 32 of 149



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

License Number (Office Use Only)

Site Owner (Lessor) <u>Cortex, LLC</u>		Site Name <u>Bordertown</u>		Site Phone Number	
Site Address <u>807 Main Ave E</u>		City <u>West Fargo</u>	State <u>ND</u>	Zip Code <u>58078</u>	County <u>Cass</u>
Organization (Lessee) <u>West Fargo Rural Fire Department</u>		Rental Period <u>7-1-22</u> to <u>6-30-23</u>		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No ☐ Yes ☐ No ☐ Yes \$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u> Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u> </u>				☐ No ☒ Yes \$ <u>300</u> \$	
3. Is Paddlewheels conducted at this site? Number of Tables <u> </u> X Rent per Table \$ <u> </u>				☐ No ☐ Yes \$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☒ Jar Bar ☒ Standard Dispensing Device				☐ No ☐ Yes \$ <u>325</u>	
☒ Electronic Dispensing Device Number of Electronic Devices <u> </u>				\$ <u>750</u>	
Total Monthly Rent				\$ <u>1375</u>	
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐					
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.					
Signature of Lessor <u>[Signature]</u>		Title <u>President/owner</u>		Date <u>4-19-22</u>	
Signature of Lessee <u>[Signature]</u>		Title <u>Fire Chief</u>		Date <u>4/26/22</u>	

(over)



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

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

Full, Legal Name of Gaming Organization **West Fargo Rural Fire Department Incorporated**

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 Silver Dollar			
Street 221 Sheyenne St	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	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) Bar Area North Wall			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK# 1667
Pd 4-26-22
\$100.00



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

License Number (Office Use Only)

Site Owner (Lessor) Silver Dollar Inc		Site Name Silver Dollar		Site Phone Number (701) 281-0715
Site Address 221 Sheyenne Street	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) West Fargo Rural Fire Department		Rental Period 7/01/2022 To 6/30/2023		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No ☒ Yes ☒ No ☐ Yes \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 Number of Tables with wagers over \$5				☒ Rent per Table \$ <u>0.00</u> ☐ No ☐ Yes \$
3. Is Paddlewheels conducted at this site? Number of Tables				☒ Rent per Table \$ <u>0.00</u> ☐ No ☐ Yes \$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☐ Jar Bar ☒ Standard Dispensing Device				☐ No ☐ Yes \$
☐ Electronic Dispensing Device Number of Electronic Devices <u>6</u>				\$ <u>400</u> <u>550</u>
Total Monthly Rent				\$ <u>950</u>

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Pres. dent	Date 4/18/22
Signature of Lessee 	Title Fire Chief	Date

(over)



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

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

Full, Legal Name of Gaming Organization

West Fargo Rural Fire Dept

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 <i>Speedway</i>			
Street <i>680 Main Ave W</i>	City <i>West Fargo</i>	ZIP Code <i>58078</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>7/1/22</i>	Ending Date(s) Authorized <i>6/30/23</i>		Number of twenty-one tables if zero, enter "0": <i>1</i>
Specific location where games of chance will be conducted and played at the site (required) <i>Bar Area West Wall</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

*CK# 1667
Pd 4-26-22
\$100.00*



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

License Number (Office Use Only)

Site Owner (Lessor) Jeanne Rodriguez		Site Name Speedway		Site Phone Number (701) 281-0715
Site Address 680 Main Ave W	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) West Fargo Rural Fire Department		Rental Period 7/01/2022 To 6/30/2023		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No ☒ Yes ☒ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 Number of Tables with wagers over \$5		X Rent per Table \$ X Rent per Table \$		\$ 300
3. Is Paddlewheels conducted at this site? Number of Tables		X Rent per Table \$ X Rent per Table \$		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☒ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 325
☐ Electronic Dispensing Device Number of Electronic Devices				\$ 750
Total Monthly Rent				\$ 1,375

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title General Manager/Owner	Date 4-4-2022
Signature of Lessee 	Title Fire Chief	Date 4/18/2022

APR 27 2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to

Johnstone Supply

Dates of Activity

5-12-2022

If raffle, provide drawing date

05-12-2022

Organization or Group Contact Person

Matt Sharp

Title or Position

Branch Manager

Telephone Number

701-277-0610

Business Address

802 Main Ave W

City

West Fargo

State

ND

ZIP Code

58078

Mailing Address (if different)

City

State

ZIP Code

Site Name (where gaming will be conducted)

Johnstone Supply

Site Address

802 Main Ave W

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
Raffle Ticket	Navien water heater.	\$1300.00
Add Row	Delete Row	

Total (limit \$40,000 per year)

\$1300.00

Intended Uses of Gaming Proceeds

Donate to Warriors Never Give Up non-profit.

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	Title	Telephone Number	E-mail Address
Matt Sharp	Branch Manager	701-219-4981	matt.sharp@johnstonesupply.com
Signature of Organization or Group's Top Official	Title	Date	
	Branch Manager	4-15-2022	



To: West Fargo City Commission
From: Kirsten Henagin, Adult Services Manager
Date: Monday, May 2, 2022
Subject: Appointment of Lawrence Schwartz and Alanna Rerick to Library Board of Directors
Action: Appoint new members to Library Board

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Summary and Recommendation:

The West Fargo Public Library Board of Directors will have two position vacancies as of July 2022. Board members Alanna Rerick and Jodi Haring are both at the end of their three-year terms. The library and City are appreciative of their service, which helped drive many achievements, including adding the Little Red Reading Bus to the library's outreach fleet, engaging the community in the development of a new strategic plan, and supporting the library's efforts to expand access to library services.

The Library Board of Directors has advertised and received applications for the vacancies. After review of applications, the Board made a motion at their April 14, 2022 regular meeting to recommend appointment of Lawrence (Larry) Schwartz and reinstatement of Alanna Rerick for a second term to fill the positions.

The Library Board now asks the City Commission take action to appoint the members at the May 2 regular meeting of the City Commission so that the new Board members can be in place for the regular meeting of the Library Board on July 14.

New appointees to the Board will be invited for a comprehensive orientation to take place in June.

Policy Analysis:

North Dakota Century Code outlines appointment of members to the Library Board of Directors in the following chapter:
N.D.C.C. § 40-38-03 Board of directors - Appointment - Term of office - Compensation - Filling vacancies - Organization.



Pledging of Securities Collateral
March 31, 2022

Bank Accounts	Account #	Bank Balance	FDIC Covered	Amount to be Covered		Bank Actual Pledged	Pledged %	Source
					by Pledging			
1st International Bank								
Money Market Checking	605	\$215,000.00	\$0.00		\$0.00	\$0.00	0%	FDIC
Escrow Account	3232	22,423.80	22,423.80		0.00	0.00	0%	FDIC
ICS Savings	605	107,253,487.52	107,253,487.52		0.00		0%	FDIC
ICS Savings	323	14,693,205.41	14,693,205.41		0.00	0.00	100%	FDIC
Water and Sewer Bonds	3323	0.00			0.00		0%	FDIC
Alerus Financial								
Money Market Checking	005	387,806.32	250,000.00		0.00	0.00	0%	
ICS Checking		2,920,844.21	2,920,844.21		0.00	0.00	0%	FDIC
ICS MMKT	005		0.00		0.00	0.00	0%	FDIC
Bell State Bank	0239	5,513,690.49	250,000.00	5,263,690.49		6,000,000.00	114%	BND Irrevocable LOC's 7478 & 7456
Choice Financial	4131	10,485,951.60	250,000.00	10,235,951.60		11,200,000.00	109%	BND Pledge Pool LOC 7497
Totals		\$141,492,409.35	\$125,639,960.94	\$15,499,642.09		\$17,200,000.00		

Prepared by: Tracy Johnson, Senior Accountant

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

In accordance with NDCC'21-04-09, Alerus Financial provided a security schedule to Bank of North Dakota, as custodian, on March 31, 2022. This schedule reported uninsured public deposits of \$145,820,049.00 requiring a 110% pledge requirement for a total of \$160,402,053.90. Bank of North Dakota verifies the current par value of securities pledged to Alerus Financial - Grand Forks /Pledge Pool ID PGRF, as of March 31, 2022, is \$167,162,445.05.

Dated April 8, 2022
The Bank of North Dakota, as Custodian

By 
Its Treasurer

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

Internal USE ONLY
Client Code: PGRF
Client Name: PLEDGE POOL-ALERUS FIN G FORKS
Retention Date: 03/31/2022

Pledged Custody Holdings for Currency USD

As of 03/31/2022
Page 1

Security Receipt	Trade Date	Cost Basis	Current Face Plgd Original Face Plgd	Description Rate, Maturity
041042C91	05/23/2017			ARKANSAS ST GO
174021560				2.80, 07/01/2027
Pledged (PGRF)	As of 04/18/2018		2,060,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDB4	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029081				4.00, 02/01/2023
Pledged (PGRF)	As of 05/01/2021		315,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDC2	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029082				4.00, 02/01/2024
Pledged (PGRF)	As of 12/10/2021		325,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDD0	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029083				4.00, 02/01/2025
Pledged (PGRF)	As of 10/01/2021		340,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDJ7	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029085				2.00, 02/01/2030
Pledged (PGRF)	As of 12/13/2021		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDK4	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029088				2.00, 02/01/2031
Pledged (PGRF)	As of 11/08/2021		405,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RB7	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031418				1.375, 05/01/2026
Pledged (PGRF)	As of 08/19/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RC5	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031419				1.50, 05/01/2027
Pledged (PGRF)	As of 11/18/2020		1,875,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RD3	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031420				1.70, 05/01/2028
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RE1	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031421				1.80, 05/01/2029
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RF8	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031422				1.90, 05/01/2030
Pledged (PGRF)	As of 11/18/2020		1,955,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022
Page 2

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
137781AP5	02/18/2016			CANNON TWP MI GO
174017621				3.00, 11/01/2030
Pledged (PGRF)	As of 03/24/2016		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AQ3	02/18/2016			CANNON TWP MI GO
174017622				3.00, 11/01/2031
Pledged (PGRF)	As of 03/24/2016		445,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AS9	02/18/2016			CANNON TWP MI GO
174017625				3.00, 11/01/2035
Pledged (PGRF)	As of 03/24/2016		1,625,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KU2	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032674				1.25, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KV0	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032673				1.33, 06/15/2029
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KW8	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032672				1.43, 06/15/2030
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KX6	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032671				1.58, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		1,720,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JE5	12/10/2019			DILWORTH-GLYNDON-FELTON MN GO
174029133				4.00, 02/01/2025
Pledged (PGRF)	As of 11/08/2021		575,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JF2	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029128				4.00, 02/01/2026
Pledged (PGRF)	As of 12/10/2021		425,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JJ4	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029134				2.00, 02/01/2029
Pledged (PGRF)	As of 11/08/2021		660,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JK1	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029132				2.00, 02/01/2030
Pledged (PGRF)	As of 05/01/2021		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JL9	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029123				2.00, 02/01/2031
Pledged (PGRF)	As of 03/17/2020		270,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 3

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
254278JM7 174029124	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO 2.00, 02/01/2032
Pledged (PGRF) 278407NZ0 174028323	As of 05/11/2020 10/16/2019		280,000.00	PLEDGE POOL-ALERUS FIN G FORKS EAU CLAIRE CNTY WI PROM NTS GO 2.00, 09/01/2029
Pledged (PGRF) 33851RAA9 174037081	As of 05/11/2020 09/24/2021		805,000.00	PLEDGE POOL-ALERUS FIN G FORKS FLAGSTAR MTG TR 21-10INV A1 3.00, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,477,193.20 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAB7 174037082	09/24/2021			FLAGSTAR MTG TR 21-10INV A3 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,477,193.20 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAD3 174037083	09/24/2021			FLAGSTAR MTG TR 21-10INV A6 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,302,924.30 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DW4 174032198	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2026
Pledged (PGRF) 343400DX2 174032200	As of 11/08/2021 07/22/2020		350,000.00	PLEDGE POOL-ALERUS FIN G FORKS FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2027
Pledged (PGRF) 343400DY0 174032204	As of 11/08/2021 07/22/2020		375,000.00	PLEDGE POOL-ALERUS FIN G FORKS FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2028
Pledged (PGRF) 343400DZ7 174032201	As of 12/21/2020 07/22/2020		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2029
Pledged (PGRF) 343400EA1 174032202	As of 12/10/2021 07/22/2020		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2030
Pledged (PGRF) 35880CE34 174031804	As of 03/02/2021 06/17/2020		565,000.00	PLEDGE POOL-ALERUS FIN G FORKS FRISCO TX IND SCH DIST GO 1.801, 02/15/2031
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 4

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
35880CE42	06/17/2020			FRISCO TX IND SCH DIST GO
174031802				1.901, 02/15/2032
Pledged (PGRF)	As of 12/10/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
35880CE59	06/17/2020			FRISCO TX IND SCH DIST GO
174031803				2.001, 02/15/2033
Pledged (PGRF)	As of 03/02/2021		540,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L43	03/02/2016			GREENFIELD WIS GO
174017777				3.00, 03/01/2032
Pledged (PGRF)	As of 03/24/2016		455,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L50	03/02/2016			GREENFIELD WIS GO
174017778				3.00, 03/01/2033
Pledged (PGRF)	As of 03/24/2016		475,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L68	03/02/2016			GREENFIELD WIS GO
174017779				3.00, 03/01/2034
Pledged (PGRF)	As of 03/24/2016		490,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L76	03/02/2016			GREENFIELD WIS GO
174017780				3.00, 03/01/2035
Pledged (PGRF)	As of 03/24/2016		495,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L84	03/02/2016			GREENFIELD WIS GO
174017781				3.00, 03/01/2036
Pledged (PGRF)	As of 03/24/2016		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
427506JQ4	07/01/2020			HERMANTOWN MN IND SCH DIST GO
174031934				1.506, 02/01/2028
Pledged (PGRF)	As of 12/21/2020		585,000.00	PLEDGE POOL-ALERUS FIN G FORKS
427506JS0	07/01/2020			HERMANTOWN MN IND SCH DIST GO
174031936				1.706, 02/01/2030
Pledged (PGRF)	As of 08/19/2020		700,000.00	PLEDGE POOL-ALERUS FIN G FORKS
432272FV9	05/29/2020			HILLSBOROUGH CA SCH DIST GO
174031559				1.373, 09/01/2026
Pledged (PGRF)	As of 11/08/2021		360,000.00	PLEDGE POOL-ALERUS FIN G FORKS
432272FW7	05/29/2020			HILLSBOROUGH CA SCH DIST GO
174031560				1.523, 09/01/2027
Pledged (PGRF)	As of 04/30/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
439866Z6	10/21/2016			HOPKINS MN REF TAX INCR GO
174019804				3.00, 02/01/2023
Pledged (PGRF)	As of 11/10/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 5

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
4398663C6 174019805	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2026
Pledged (PGRF) 4398663D4 174019806	As of 06/16/2017 10/21/2016		330,000.00	PLEDGE POOL-ALERUS FIN G FORKS HOPKINS MN REF TAX INCR GO 2.00, 02/01/2027
Pledged (PGRF) 4398663E2 174019807	As of 06/16/2017 10/21/2016		345,000.00	PLEDGE POOL-ALERUS FIN G FORKS HOPKINS MN REF TAX INCR GO 2.00, 02/01/2028
Pledged (PGRF) 448348LN0 174029125	As of 06/16/2017 12/10/2019		355,000.00	PLEDGE POOL-ALERUS FIN G FORKS HUTCHINSON MN IND SCH DIST GO 4.00, 02/01/2025
Pledged (PGRF) 46654KAF4 189001528	As of 01/28/2021 08/27/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS JPM CMO 2021-11 A4 2.50, 01/25/2052
Pledged (PGRF)	As of 11/30/2021		8,953,403.40 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C35 174019641	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2023
Pledged (PGRF) 480700C43 174019642	As of 11/10/2016 09/20/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS JORDAN MN REF GO 2.00, 02/01/2024
Pledged (PGRF) 480700C50 174019634	As of 11/10/2016 09/20/2016		295,000.00	PLEDGE POOL-ALERUS FIN G FORKS JORDAN MN REF GO 2.00, 02/01/2025
Pledged (PGRF) 480700C76 174019637	As of 11/10/2016 09/20/2016		120,000.00	PLEDGE POOL-ALERUS FIN G FORKS JORDAN MN REF GO 2.00, 02/01/2027
Pledged (PGRF) 480700C92 174019638	As of 11/10/2016 09/20/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS JORDAN MN REF GO 2.00, 02/01/2029
Pledged (PGRF) 480700ZT3 174017448	As of 11/10/2016 02/22/2016		245,000.00	PLEDGE POOL-ALERUS FIN G FORKS JORDAN MN IMP & UTIL GO 3.00, 02/01/2027
Pledged (PGRF) 483857CP1 174021678	As of 03/02/2016 06/21/2017		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS KANE CNTY ILL GO 2.125, 01/01/2023
Pledged (pgrf)	As of 02/01/2018		2,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 6

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
536060PS9	10/25/2016			LINO LAKES MN WTR UTIL GO
174019906				2.00, 02/01/2023
Pledged (PGRF)	As of 06/16/2017		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PT7	10/25/2016			LINO LAKES MN WTR UTIL GO
174019905				2.00, 02/01/2024
Pledged (PGRF)	As of 06/16/2017		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PU4	10/25/2016			LINO LAKES MN WTR UTIL GO
174019904				2.00, 02/01/2025
Pledged (PGRF)	As of 06/16/2017		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PV2	10/25/2016			LINO LAKES MN WTR UTIL GO
174019908				2.00, 02/01/2026
Pledged (PGRF)	As of 06/16/2017		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS
536060PW0	10/25/2016			LINO LAKES MN WTR UTIL GO
174019907				2.00, 02/01/2027
Pledged (PGRF)	As of 06/16/2017		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS
547160WC1	10/23/2019			LOVEJOY TX IND SCH DIST GO
174028575				2.25, 02/15/2035
Pledged (PGRF)	As of 05/11/2020		1,935,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MN1	03/22/2016			MANDAN ND PUB SCH DIST GO
174017972				2.00, 08/01/2022
Pledged (PGRF)	As of 04/07/2016		95,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MP6	03/22/2016			MANDAN ND PUB SCH DIST GO
174017969				2.00, 08/01/2023
Pledged (PGRF)	As of 04/07/2016		90,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MS0	03/22/2016			MANDAN ND PUB SCH DIST GO
174017973				2.00, 08/01/2026
Pledged (PGRF)	As of 04/07/2016		260,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MV3	03/22/2016			MANDAN ND PUB SCH DIST GO
174017977				2.25, 08/01/2029
Pledged (PGRF)	As of 04/07/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GU7	04/28/2016			MARICOPA CNTY AZ SCH DIST GO
174018396				2.00, 07/01/2025
Pledged (PGRF)	As of 10/04/2016		125,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GW3	04/28/2016			MARICOPA CNTY AZ SCH DIST GO
174018398				3.50, 07/01/2027
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022
Page 7

Security Receipt	Trade Date	Cost Basis	Current Face Plgd Original Face Plgd	Description Rate, Maturity
567385GX1	04/28/2016			MARICOPA CNTY AZ SCH DIST GO
174018399				3.00, 07/01/2028
Pledged (PGRF)	As of 10/04/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS
56781RJT5	02/28/2019			MARIN CA CMNTY COLLEGE DIST GO
174025823				3.94, 08/01/2034
Pledged (PGRF)	As of 12/10/2021		1,685,000.00	PLEDGE POOL-ALERUS FIN G FORKS
592240QT5	04/02/2020			MET PARK DIST OF TACOMA WA GO
174030564				3.00, 12/01/2024
Pledged (PGRF)	As of 05/01/2021		940,000.00	PLEDGE POOL-ALERUS FIN G FORKS
600038LZ4	04/20/2020			MILL VALLEY CA SCH DIST GO
174031098				1.557, 08/01/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
600038MB6	04/20/2020			MILL VALLEY CA SCH DIST GO
174031099				2.08, 08/01/2030
Pledged (PGRF)	As of 03/02/2021		510,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234U93	05/22/2020			NEWTOWN CONN GO
174031375				1.65, 08/15/2026
Pledged (PGRF)	As of 11/18/2020		2,365,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V27	05/22/2020			NEWTOWN CONN
174031376				1.75, 08/15/2027
Pledged (PGRF)	As of 12/10/2021		370,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V35	05/22/2020			NEWTOWN CONN
174031377				1.90, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V43	05/22/2020			NEWTOWN CONN GO
174031378				2.00, 08/15/2029
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V50	05/22/2020			NEWTOWN CONN
174031379				2.05, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AR7	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019347				2.00, 02/01/2023
Pledged (PGRF)	As of 10/04/2016		190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AS5	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019346				2.00, 02/01/2024
Pledged (PGRF)	As of 10/04/2016		190,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 8

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
666179AT3	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019350				2.00, 02/01/2025
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AU0	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019348				1.55, 02/01/2026
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AV8	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019349				1.65, 02/01/2027
Pledged (PGRF)	As of 10/04/2016		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS
67114RAE2	09/24/2021			ONSLow BAY FINANC 21-INV1 A5
174037143				2.50, 09/25/2051
Pledged (PGRF)	As of 11/30/2021		9,323,877.50	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
68608USG2	05/30/2017			OREGON ST TAXABLE GO
174021500				3.227, 08/01/2027
Pledged (pgrf)	As of 07/11/2017		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
689900P28	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO
174028645				2.00, 09/01/2028
Pledged (PGRF)	As of 12/21/2020		705,000.00	PLEDGE POOL-ALERUS FIN G FORKS
689900P36	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO
174028644				2.00, 09/01/2029
Pledged (PGRF)	As of 12/10/2021		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873F84	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033586				.365, 12/01/2022
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G26	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033585				.674, 12/01/2024
Pledged (PGRF)	As of 11/08/2021		460,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G34	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033584				.724, 12/01/2025
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EC3	07/24/2020			PASADENA TX INDP SCH GO
174032228				5.00, 02/15/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EJ8	07/24/2020			PASADENA TX INDPT SCH GO
174032224				1.569, 02/15/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 9

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
702334EK5	07/24/2020			PASADENA TX IND SCH GO
174032226				1.669, 02/15/2032
Pledged (PGRF)	As of 12/21/2020		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HG3	07/09/2020			PEQUOT LAKES MN ISD GO
174032139				.726, 02/01/2024
Pledged (PGRF)	As of 12/21/2020		925,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HJ7	07/09/2020			PEQUOT LAKES MN ISD GO
174032137				1.072, 02/01/2026
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HK4	07/09/2020			PEQUOT LAKES MN ISD GO
174032134				1.202, 02/01/2027
Pledged (PGRF)	As of 05/01/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HM0	07/09/2020			PEQUOT LAKES MN ISD GO
174032136				1.513, 02/01/2029
Pledged (PGRF)	As of 12/10/2021		430,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HN8	07/09/2020			PEQUOT LAKES MN ISD GO
174032135				1.613, 02/01/2030
Pledged (PGRF)	As of 08/18/2021		305,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647LZ5	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008003				4.00, 02/01/2025
Pledged (PGRF)	As of 03/02/2021		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647MA9	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008004				4.00, 02/01/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
728350LV9	11/09/2016			PLEASANT HILL IA STREET IMP GO
175006914				2.00, 06/01/2023
Pledged (PGRF)	As of 06/16/2017		1,190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
763326CQ6	10/26/2016			RICHFIELD MN REF SER B GO
174019882				2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
787277LR1	01/20/2016			ST ANTHONY MN IND SCH DIST GO
174017395				3.00, 02/01/2023
Pledged (PGRF)	As of 03/02/2016		580,000.00	PLEDGE POOL-ALERUS FIN G FORKS
797272RG8	09/25/2019			SAN DIEGO CA CMNTY CLG DIST GO
174028181				3.316, 08/01/2041
Pledged (PGRF)	As of 11/18/2020		2,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 10

Security Receipt	Trade Date	Cost Basis	Current Face Plgd Original Face Plgd	Description Rate, Maturity
812627EA1	05/24/2017			SEATTLE WA REF & IMP TAXABL GO
174021602				2.80, 11/01/2026
Pledged (PGRF)	As of 04/11/2018		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
81748WAF3	08/25/2021			SEQUOIA MTGE TRUST 2021-4 CMO
189001479				Variable, 06/25/2051
Pledged (PGRF)	As of 02/01/2022		4,666,450.85 5,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
81748YAD4	09/21/2021			SEQUOIA MORTGAGE TRUST 21-6 A4
174036997				2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,419,303.40 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HF5	05/18/2020			SOCORRO TX IND SCH DIST GO
174031436				5.00, 08/15/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HH1	05/18/2020			SOCORRO TX IND SCH DIST GO
174031438				5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HJ7	05/18/2020			SOCORRO TX IND SCH DIST GO
174031440				5.00, 08/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PA4	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032419				1.494, 07/01/2029
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PB2	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032420				1.594, 07/01/2030
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PC0	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032421				1.714, 07/01/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PD8	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032423				1.814, 07/01/2032
Pledged (PGRF)	As of 12/21/2020		755,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PG9	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031391				3.00, 02/01/2027
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PH7	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031393				2.08, 02/01/2028
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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



Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 11

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
883883PJ3	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031392				2.13, 02/01/2029
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PK0	05/06/2020			THIEF RIVER FALLS MN ISD GO
174031390				2.23, 02/01/2030
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561HZ6	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO
174032503				4.00, 09/15/2028
Pledged (PGRF)	As of 12/21/2020		775,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JA9	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO
174032506				4.00, 09/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JB7	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO
174032504				1.531, 09/15/2030
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JC5	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO
174032505				1.631, 09/15/2031
Pledged (PGRF)	As of 11/18/2020		1,080,000.00	PLEDGE POOL-ALERUS FIN G FORKS
91824NAD4	08/26/2021			UNITED WHOLESALE MTG 2021-1 A4
174037159				Variable, 06/25/2051
Pledged (PGRF)	As of 12/20/2021		8,526,154.34	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
930047MU6	01/06/2016			WACONIA MN IND SCH DIST GO
174016951				4.00, 02/01/2024
Pledged (PGRF)	As of 03/02/2016		1,185,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NC5	09/13/2016			WACONIA MN IND SCH DIST GO
174019462				2.00, 02/01/2023
Pledged (PGRF)	As of 11/10/2016		685,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047ND3	09/13/2016			WACONIA MN IND SCH DIST GO
174019461				2.00, 02/01/2024
Pledged (PGRF)	As of 11/10/2016		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NE1	09/13/2016			WACONIA MN IND SCH DIST GO
174019464				2.00, 02/01/2025
Pledged (PGRF)	As of 11/10/2016		845,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NF8	09/13/2016			WACONIA MN IND SCH DIST GO
174019459				2.00, 02/01/2026
Pledged (PGRF)	As of 11/10/2016		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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

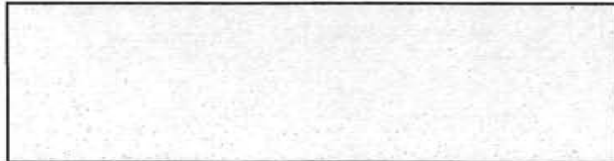


Pledged Custody Holdings for Currency USD

As of 03/31/2022

Page 12

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
930047NG6	09/13/2016			WACONIA MN IND SCH DIST GO
174019457				2.00, 02/01/2027
Pledged (PGRF)	As of 11/10/2016		310,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NH4	09/13/2016			WACONIA MN IND SCH DIST GO
174019456				2.00, 02/01/2028
Pledged (PGRF)	As of 11/10/2016		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
933570BB8	02/22/2016			WALWORTH WI JT SCH DIST GO
174017457				3.00, 03/01/2026
Pledged (PGRF)	As of 03/02/2016		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429V95	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031679				1.593, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		1,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429W45	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031680				1.843, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429W60	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031678				2.043, 06/15/2033
Pledged (PGRF)	As of 11/18/2020		1,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
949798AB8	09/15/2021			WELLS FARGO MRT BCK 2021-2 A2
174036835				2.00, 06/25/2051
Pledged (PGRF)	As of 11/08/2021		6,375,944.86	PLEDGE POOL-ALERUS FIN G FORKS
			6,760,000.00	
Pledged USD Par			167,162,445.05	
Pledged USD Orig Face			173,400,000.00	



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





MEMORANDUM

To: Pledge Pool Participants

From: Raela E Kalis
Senior Accounting Specialist
Choice Bank

Subject: Quarterly Pledge Information

Date: April 20, 2022

Enclosed is a copy of the Notification to Participants of the Choice Financial Pledge Pool. This Statement confirms the adequacy of Choice Financial pledges for public funds on deposit in the bank as of March 31, 2022. Please retain this information for use during financial audits of your organization.

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

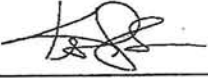
Thank you.

Raela E. Kalis
Senior Accounting Specialist

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

In accordance with NDCC'21-04-09, Choice Financial provided a security pledge schedule to Bank of North Dakota, as custodian, on March 31, 2022. This schedule reported uninsured public deposits of \$102,954,269.00 requiring a 110% pledge requirement for a total of \$113,249,695.90. Bank of North Dakota verifies the current par value of securities pledged to Choice Financial-Grafton/Pledge Pool ID PGRA, as of March 31, 2022, is \$119,000,000.00.

Dated April 11, 2022
The Bank of North Dakota, as Custodian

By 
Its Treasurer

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

Internal USE ONLY

Client Code: pgra
Client Name: PLEDGE POOL- CHOICE FN GRAFTON
Retention Date: 03/31/2022

As of 03/31/2022

Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
---------------------	------------	------------	---	-------------------------------

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

BND
Bank of North Dakota

LETTER OF CREDIT #7497 119,000,000 EXP 04/15/22

No pledged holdings in custody as of statement date

Irrevocable Standby Letter of Credit Number 7478	Issue Date 12/10/2021	Expiration Date 6/10/2022
Name and Address of Entity and Contact City of West Fargo Attn: Tina Gufstafson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

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

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

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

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

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

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



IRREVOCABLE STANDBY LETTER OF CREDIT

BANK OF NORTH DAKOTA

INVESTMENTS

SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7456	Issue Date 10/20/2021	Expiration Date 4/20/2022
Name and Address of Entity and Contact City of West Fargo ATTN: Tina Gufstafson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

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

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

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

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

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

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

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson, AICP
2. PHONE NUMBER: 515-5370 DATE: April 22, 2022
3. AGENDA TITLE:
Public Hearing and First Reading – Proposed Grant Addition Rezoning from A:
Agricultural to R-2: Limited Multiple Dwellings at 7802 52nd Avenue West.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold First Reading and Public Hearing on the Rezoning.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Property located in the NW¼ of Section 6, T138N, R49W (7802 52nd Avenue
West), City of West Fargo, North Dakota (Proposed Grant Addition)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold First Reading and Public Hearing on the Rezoning.

STAFF REPORT

A22-7 SUBDIVISION/REZONING	
Grant Addition	
7802 52 nd Ave W	
Part of the NW¼ of Section 6, T138N, R49W (7802 52nd Avenue West), City of West Fargo, North Dakota	
Applicant: Joel Fremstad Owner: Kathleen Grant	Staff Contact: Aaron Nelson, AICP
Planning & Zoning Commission Public Hearing:	02-08-2022
Public Hearing & 1 st Reading:	05-02-2022
2 nd Reading & Final Plat Approval	

PURPOSE:

Plat and rezone land for future medium-density residential development.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Non-Farm Single Family
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	N/A
Proposed Zoning District(s):	R-2: Limited Multiple Dwelling
Proposed Lot size(s) or range:	286,634 square feet
Total area size:	6.58 Acres
Adjacent Zoning Districts:	North – R-1SM: Mixed One & Two Family Dwellings; R-2: Limited Multiple Dwellings South– R-1SM: Mixed One & Two Family Dwellings West – A: Agricultural (Horace/Sheyenne Diversion) East - R-1: One and Two Family Dwellings
Adjacent/Proposed street(s):	Rachel Dr W (Local); existing access easement to 11 th St W; proposed access easement
Adjacent Bike/Pedestrian Facilities:	Sidewalks along 11 ^h St W
Available Parks/Trail Facilities:	Park within the Wilds development within a 1/10 of a mile accessible by multi-use path and sidewalks
Land Dedication Requirements:	Dedication required

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted applications for subdivision and rezone in order to plat the property into one lot and rezone the property from A (Agricultural) to R-2 (Limited Multiple Dwelling).
- There is an existing homestead on the property.
- There is no specific development or site plan proposed at this time. The owner states they are pursuing platting and zoning in order to sell the land for future development by the purchaser.
- The property is currently accessed via gravel drive from 52nd Ave W, along the Sheyenne Diversion on property owned by SE Cass Water Resource District.

STAFF REPORT

- Access and City services to the property are available via:
 - City-owned access lot (Lot 57, Block 1, The Wilds 11th Addition), which provides connection to 11th St W.
 - The abutting public right-of-way for Rachel Dr W, located on the south end of the subject property. (Although this street has not yet been constructed.)
- The proposed subdivision would link these two access points (noted above) via public access easement. The access easement is to be established in conjunction with the design of the future residential development, so as to align with the location of future private drives within the development. The access easement will be subject to City review and approval and is required prior to the issuance of building permits, as outlined within the proposed subdivision agreement.
- The City's subdivision standards typically require a cul-de-sac turnaround for dead-ends to public streets. However, the Planning Commission may grant a subdivision variance to waive this requirement, in accordance with §4-0403.2 of the City's subdivision ordinance. With the approval of the preliminary plat on February 8, 2022, the Planning & Zoning Commission approved a subdivision variance in order to require a public access easement in lieu of the required cul-de-sac turnaround.
- The proposed R-2 zoning district requires a minimum lot area of 1,800 square feet for each dwelling unit plus 200 square feet for each bedroom (including efficiency units). With a total land area of 6.58 acres, the proposed subdivision would allow for a maximum of 143 one-bedroom/efficiency units. That number would decrease as you add one- and two-bedroom units. Additionally, individual buildings are restricted to a maximum of 8 units, including townhouse structures and condominiums.
- Minimum landscaping standards are required for new multi-unit development. Additionally, depending upon the type of development, landscape buffering may be required adjacent to single-dwelling residential zoning districts.
- The Park District has requested fee-in-lieu of parkland dedication for the subdivision. The fee will help to fund existing Park facilities within the Wilds neighborhood.
- A development agreement will be needed to specify details relating to such things as access, utility servicing, and timing of construction.
- The Engineering Department noted that since the surrounding property is platted and since there is no specific development proposed at this time, a drainage plan is not required for the subdivision. However, a drainage easement is needed along the property line abutting the Sheyenne Diversion.

CRITERIA FOR GRANTING SUBDIVISION VARIANCE:

With reference to the criteria for granting a subdivision variance, the following is noted:

1. The conditions upon which the variance is based are unique to the property and are not applicable generally to other property in the same district.
 - The property is uniquely situated due to its nature of being a "remainder" property, completely bounded by existing platted property and the Sheyenne Diversion.
2. Because of the particular physical surrounding of the property, a particular hardship to the owner would result, as opposed to mere inconvenience, if the strict letter of these regulations were carried out.
 - The need for the cul-de-sac results from the fact that there is only one public right-of-way connection to the subject property. This situation does not result from the owner's actions.

STAFF REPORT

3. The granting of the variance would not harm the surrounding neighborhood in any way and would be beneficial to public health, safety, and welfare.
 - Staff is generally opposed to the creation of new cul-de-sacs due, primarily, to the added public cost to maintain them without the benefit of increased transportation connectivity. The proposed access easement would provide connectivity for the development while eliminating the need for public expense in maintenance.
4. The variance is consistent with the proper development of the area.
 - Cul-de-sacs can be useful in providing access to multiple properties in certain situations where connectivity is infeasible. However, in this case there is only one lot being proposed, which would have direct access to the public right-of-way for Rachel Dr W.

NOTICES:

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

Comments Received:

- Staff has received three inquiries from the public, mainly requesting additional information. Two of these individuals expressed some concern with the potential for loss of existing trees on the subject property and some apprehension regarding the potential for multi-dwelling. These comments are attached.

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

- The mix of housing types and increased densities will increase the diversity of the neighborhood housing stock consistent with goals of the Comprehensive Plan. Specifically, the plan's Big Idea to "Strengthen Neighborhoods and Expand Housing Choice."
- The West Fargo 2.0 plan also includes a conceptual plan for the Wilds neighborhood, which illustrates how diverse housing types, such as townhomes, duplexes, smaller apartment buildings, and condo buildings can be integrated alongside single-dwelling houses within the same neighborhood.

RECOMMENDATIONS TO PLANNING AND ZONING COMMISSION:

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. That the applicant continues to work with staff as to the details of the access and utility easement, including any necessary agreements.
2. A signed subdivision agreement is received, if deemed necessary.
3. A signed public land dedication/fee-in-lieu agreement is received and approved.
4. Final Plat is received with any necessary easements & conditions satisfied.
5. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

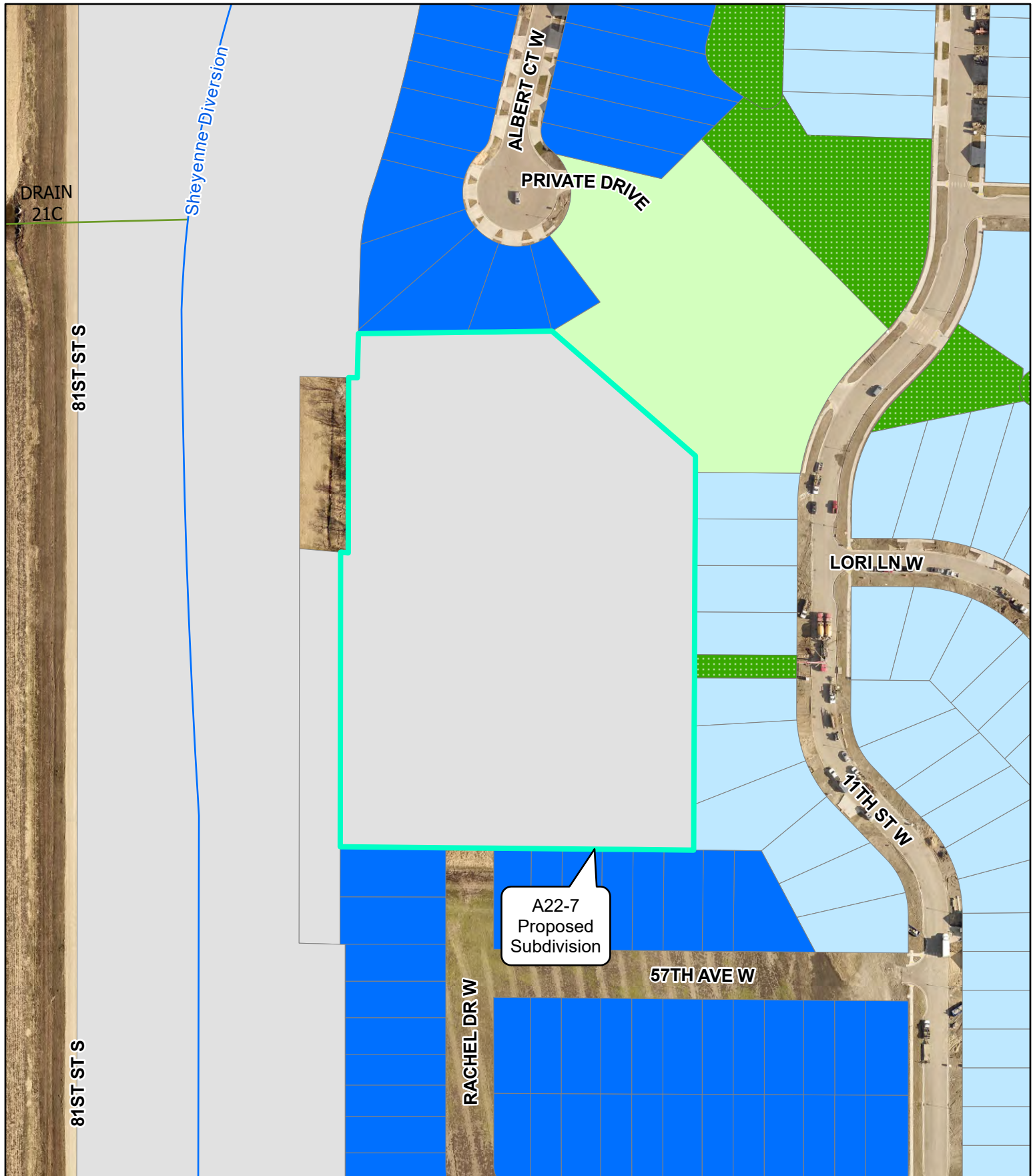
At their February 8, 2022 meeting, the Planning & Zoning Commission recommended approval of the proposed Subdivision Plat, Subdivision Variance, and Rezoning, subject to the conditions listed above.

STAFF REPORT

RECOMMENDATION:

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





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



SA\SURVEY\01_Projects\2021\21-592 Grant Addition Plat.dwg -- West Fargo Drawings\21-592 Grant Addition Plat.dwg
Plot Date & Time: 27 April 2022 2:07 PM

GRANT ADDITION

TO THE CITY OF WEST FARGO, A PLAT OF PARTS OF AUDITOR'S LOT 1 AND AUDITOR'S LOT 3 AND PART OF GOVERNMENT LOT 4 AND GOVERNMENT LOT 5 OF THE NORTHWEST QUARTER SECTION 6, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE

Joshua J. Nelson, being duly sworn, deposes and says that he is the Registered Land Surveyor who prepared and made the attached plat of "GRANT ADDITION" to the City of West Fargo, a plat of parts of Auditor's Lot 1 and Auditor's Lot 3 and part of Government Lot 4 and Government Lot 5 of the Northwest Quarter Section 6, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; that said plat is a true and correct representation of the boundary survey; that all distances are correctly shown on said plat; that monuments have been placed in the ground as indicated for the guidance of future surveys and that said addition is described as follows, to wit:

That part of Auditor's Lot 1 and Auditor's Lot 3 and part of Government Lot 4 and Government Lot 5 of the Northwest Quarter Section 6, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the northwest corner of Lot 1, Block 1 of THE WILDS TWENTY FIRST ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder, Cass County, North Dakota; thence North 02 degrees 31 minutes 15 seconds West on the east line of the Sheyenne Diversion a distance of 379.75 feet; thence South 87 degrees 31 minutes 15 seconds East a distance of 10.04 feet; thence North 02 degrees 31 minutes 15 seconds West on the east line of the Sheyenne Diversion a distance of 226.05 feet; thence North 88 degrees 48 minutes 45 seconds East a distance of 11.28 feet; thence North 01 degree 11 minutes 15 seconds West on the east line of the Sheyenne Diversion a distance of 56.89 feet to the southeast corner of THE WILDS EIGHTEENTH ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder, Cass County, North Dakota; thence North 86 degrees 39 minutes 40 seconds East on the south line of said addition a distance of 250.42 feet; thence South 51 degrees 43 minutes 54 seconds East on the southwesterly line of said addition a distance of 245.47 feet; thence South 02 degrees 20 minutes 20 seconds East on the west line of THE WILDS ELEVENTH ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder, Cass County, North Dakota a distance of 508.20 to a point of intersection with the north line of THE WILDS TWENTY FIRST ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder, Cass County, North Dakota; thence South 87 degrees 54 minutes 40 seconds West on said north line a distance of 457.24 feet to the point of beginning.

Said tract contains 6.58 acres, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record.

Joshua J. Nelson, PLS
Professional Land Surveyor
Registration No. LS-27292

State of North Dakota)
County of Cass) SS

On this ____ day of _____, 20____, appeared before me, Joshua J. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public: _____

DEDICATION

I, the undersigned, do hereby certify that I am the owner of the land described in the plat of "GRANT ADDITION" to the City of West Fargo, a plat of parts of Auditor's Lot 1 and Auditor's Lot 3 and part of Government Lot 4 and Government Lot 5 of the Northwest Quarter Section 6, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; that i have caused it to be platted into lots and blocks as shown by said plat and certificate of Joshua J. Nelson, Registered Land Surveyor, and that the description as shown in the certificate of the Registered Land Surveyor is correct. We hereby dedicate the utility and drainage easements shown on said plat to the use of the public.

Owner: Kathleen Grant

Kathleen Grant

State of North Dakota)
County of Cass) SS

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Kathleen Grant, a single person, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public: _____

WEST FARGO PLANNING COMMISSION APPROVAL

Approved by the City of West Fargo Planning Commission this ____ day of _____, 20____.

Joseph F. Kolb
Planning Commission Chair

State of North Dakota)
County of Cass) SS

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Joseph F. Kolb, Planning Commission Chair, known to me to be the person described in and who executed the same as West Fargo Planning Commission.

Notary Public: _____

WEST FARGO CITY ENGINEER APPROVAL

This plat in the City of West Fargo is hereby approved this ____ day of _____, 20____.

Dustin T. Scott.
City Engineer

State of North Dakota)
County of Cass) SS

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Dustin T. Scott, City Engineer, known to me to be the person described in and who executed the same as the City Engineer.

Notary Public: _____

WEST FARGO CITY ATTORNEY APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve this plat as to form and execution this ____ day of _____, 20____.

John T. Shockley
City Attorney

State of North Dakota)
County of Cass) SS

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared John T. Shockley, City Attorney, known to me to be the person described in and who executed the same as the City Attorney.

Notary Public: _____

WEST FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this ____ day of _____, 20____.

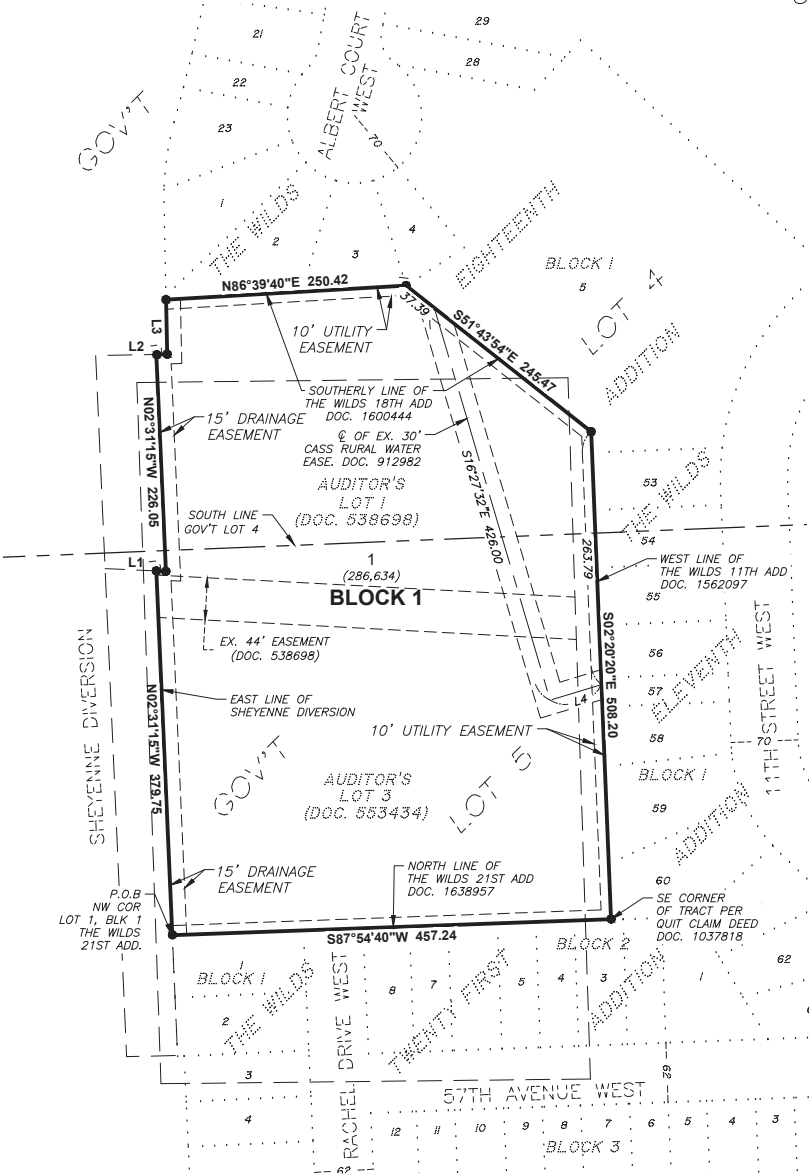
Bernie L. Dardis
President of the West Fargo City Commission

Tina Fisk
City Auditor

State of North Dakota)
County of Cass) SS

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Bernie L. Dardis, President, and Tina Fisk, City Auditor of the City of West Fargo, known to me to be the persons described in and who executed the same on behalf of the City of West Fargo.

Notary Public: _____



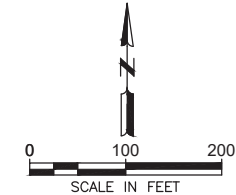
NOTES

1. ORIENTATION OF BEARING IS THE WILDS 11TH ADDITION PLAT TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF
2. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
3. UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.
4. THE 15' DRAINAGE EASEMENT IS FOR SURFACE GRADING.

LEGEND

- SET MONUMENT 5/8" REBAR W/CAP LS-27292
- FOUND MONUMENT
- (5,000) PLAT LOT AREAS (SQUARE FEET)
- PLAT OVERALL BOUNDARY
- PLAT BLOCK LINES
- EXISTING PROPERTY LINE
- EXISTING PLATTED LINE
- EXISTING EASEMENT LINE
- PLAT NEW EASEMENT

KPH, INC.
SURVEY
9530 39TH ST. S.
FARGO, ND 58104
701-499-7979



LINE TABLE		
#	DISTANCE	BEARING
L1	10.04	S87°31'15"E
L2	11.28	N88°48'45"E
L3	56.89	N01°11'15"W
L4	55.81	N73°14'04"E



SUBDIVISION AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2022, (the “Effective Date”) by and between the City of West Fargo, North Dakota (the “City”) and Kathleen Grant (the “Developer”).

WHEREAS, the Developer is the current owner of the following described property (the “Property”): proposed plat of Grant Addition to the City of West Fargo, Cass County, North Dakota; and

WHEREAS, the City is considering for approval the plat of Grant Addition; and

WHEREAS, the Developer intends to sell and convey the Property to Eagle Ridge Development, LLC (the “Professional Developer”) ; and

WHEREAS, at the closing of the sale of the Property to the Professional Developer, Developer will transfer and assign the obligations, rights and conditions under this Agreement to the new Professional Developer as a condition to said sale; and

WHEREAS, the Developer and the City desire to set out in writing certain conditions of plat and development approval and responsibilities of the parties to this Agreement; and

NOW THEREFORE, it is agreed between the parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to approve or

disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Property for a failure by the Developer to comply with the terms and conditions of this Agreement.

2. The Developer is the legal and equitable owner of the Property. The individual signing this Agreement is expressly authorized to execute this Agreement on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City of West Fargo. The Developer agrees and acknowledge that they and/or their successors and assigns, as applicable, must receive approval from the City of West Fargo for any proposed other or further platting and zoning, and for any building permits and any other permit required by the City with respect to the Property other than the Entitlements.

2. Developer agrees and acknowledges that it and/or their successors and assigns, as applicable, must comply with all Federal, State and County statutes, rules and regulations regarding the development of the Property.

3. Developer and/or its successors and assigns, as applicable, are the “responsible parties” for compliance with all Federal and State environmental statutes, rules and regulations including storm water runoff regulations.

4. This Agreement only covers the plat of Grant Addition. The Developer acknowledge that if it wishes to plat the Property differently, or if Developer wishes to replat the Property, it shall enter into a signed Subdivision Agreement with the City in conjunction therewith and in all events prior to commencing construction of any so-affected areas.

5. Developer has submitted a final plat of Grant Addition, which will be considered by the City Commission on _____, 2022. Developer agrees to comply with all provisions of City zoning and subdivision ordinances.

III. IMPROVEMENTS

1. The Developer has requested a subdivision variance in order to waive the subdivision requirement for cul-de-sac turnaround at the termination of a public street. In lieu of platting and dedicating public right-of-way for the termination of Rachel Dr W, the Developer has agreed to establish public turnaround and access via public access easement prior to issuance of building permits for the property. Prior to recording the public access easement, the Developer shall provide a draft of the public access easement to the City for review and comment. The Developer shall include the City's comments in the public access easement and provide the City a final draft of the public access easement prior to recording. In accordance with this subdivision variance, the Developer agrees to the following:

- a. Public access easement shall be established via recorded document.
- b. Public access easement shall connect to Rachel Dr W and Lot 57, Block 1, The Wilds 11th Addition.
- c. Public access easement shall incorporate ability for public vehicular turnaround within 300 feet of Rachel Dr W. The public turnaround must meet the minimum standards of the West Fargo Fire Code for firetruck turnaround.
- d. Area of access easement shall be paved with concrete paving at the time of development.
- e. Access easement paving shall be maintained in good repair.

f. In the event that the City determines the Access easement paving is in need of repair, the City will give notice to the Developer of such defects and the Developer within one-hundred and twenty (120) days shall commence to repair, rebuild or replace the access easement paving in accordance with the notice given by the City.

2. The Developer shall pay all costs relating to installation and maintenance of paving within said public access easement, including but not limited to construction costs, pothole repair, snow removal, drainage, spot repair, reconstruction, permit fees, taxes, and any other fees associated with construction and maintenance of the paving of the public access easement.

3. The Developer agrees that the public access easement shall provide that should the Developer, its successors or assigns fail to maintain the paving within the public access easement, the City has the right to take necessary action to maintain said paving, and to charge the Developer for the costs and fees incurred by the City in taking such action. Such costs and fees shall be assessed to the Property's property taxes.

4. The subdivision hook-up fees associated with the West Fargo main sewer lift station south of I-94 shall be in the amount of \$20,530.25, and such amount shall be special assessed to the Property as part of Improvement District No. 1337.

5. The Developer agrees to comply with the City's storm water regulations. It is intended that this subdivision's stormwater runoff will be collected into gravity mains that will convey runoff to the regional retention pond. All components of the subdivision storm water system shall be designed in accordance with City standards and as approved by the City Engineer.

6. Sewer and water services within the Property are to be privately installed and maintained by the Developer. The private infrastructure will be able to connect to public water and

sewer utility services located within the public right-of-way for Rachel Dr W and within Lot 57, Block 1, The Wilds 11th Addition.

7. The Developer shall pay all costs relating to installation and maintenance of the private utilities, including but not limited to construction costs, repair, reconstruction, permit fees, taxes, and any other fees associated with construction and maintenance of the private utilities.

8. The City owns Lot 57, Block 1, The Wilds 11th Addition and has installed public infrastructure within the lot, including a paved driveway, water line, storm sewer line, and sanitary sewer line. The City shall allow public ingress & egress, across this lot, to/from 11th St W for the benefit of the Property. The Developer shall maintain the public infrastructure within this lot, including but not limited to snow removal, drainage, spot repair, reconstruction, and any other costs associated with and maintenance repair of the driveway and underground utility lines within Lot 57, Block 1, The Wilds 11th Addition.

9. A 15-foot-wide stormwater drainage easement shall be established along the western boundary of the Property on the Grant Addition subdivision plat. This easement will be granted to the public for the purpose of allowing grading to accommodate effective stormwater runoff. Such grading and drainage improvements may take place as part of future public improvement projects, including Improvement District No. 1337.

IV. GENERAL MATTERS

1. The Developer is responsible for filing any restrictive covenants for the development.

2. This Agreement is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree

and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Agreement and agree and consent to the construction of the Public Improvements upon the Property.

3. In addition to releasing and holding the City, its officers and employees harmless from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Improvements, the Developers agree to indemnify and defend the City, its officers and employees from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developers or their employees and agents construction and installation of the Improvements. Said indemnification shall include, *inter alia*, attorney's fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees. The Developer specifically agrees and acknowledges that this indemnification provision shall survive until six (6) years after the sale of the final lot.

4. Upon the occurrence of any non-performance of the Developer's obligations under this Agreement, which has not been cured within thirty (30) days after notice to the Developers, the City may take any one or more of the following remedial steps: (a) terminate this Agreement; (b) suspend the City's performance under this Agreement until it receives assurances from the Developers satisfactory to the City that the Developers will cure such Event of Default and perform its obligations under this Agreement; (c) take any other action deemed necessary or desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, Agreement or obligation on the Developers

including, inter alia, withholding approval of any plats or building permits for structures or buildings on the Property.

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

6. This Agreement terminates upon the Developers fulfilling all terms of the Agreement as deemed by the City and the City's issuance of a written "Completion Certificate", for the Property and Improvements.

7. For all notices required to be given to the Developers pursuant to this Agreement, the City Auditor shall mail the notice by ordinary mail to the City and the Developers at the following addresses:

If to the Developers:

Eagle Ridge Development, LLC
3280 Veterans Blvd Ste 300
Fargo, ND 58104

Kathleen Grant
7802 52nd Ave S
West Fargo, ND 58078

If to the City:

City of West Fargo Attn: City Administrator
800 4th Avenue East, Suite 1
West Fargo, ND 58078

8. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

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

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

11. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns, and no party under this Agreement can assign their interest in the Agreement to any other person or entity without the written consent of all other parties.

13. This Agreement shall be recorded.

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

15. This Agreement may be executed in counterparts with the City and the Developer having a fully-executed counterpart.

16. This Agreement will be assigned to the Professional Developer at the time of the closing of the Property sale between the Developer and the Professional Developer. Upon assignment, the Professional Developer shall assume the terms and conditions of this Agreement, including all liabilities and obligations, the Professional Developer shall indemnify Developer from any claims arising hereunder, including reasonable attorney fees and costs, and the City of West Fargo shall release Developer from any liabilities or obligations arising hereunder. The Professional Developer has reviewed the terms and conditions of this Agreement and agrees to be bound by the same.

Dated this _____ day of _____, 2022.

CITY OF WEST FARGO

BY: _____
Its: Mayor

BY: _____
Its: Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Tina Fisk, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]

Notary Public

DEVELOPER:

Kathleen Grant

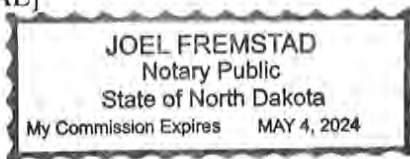
Kathleen Grant

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

On this 13th day of April, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kathleen Grant, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]



[Signature]

Notary Public

PROFESSIONAL DEVELOPER:

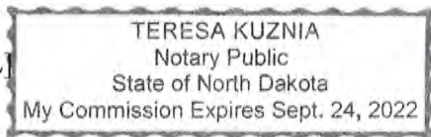
Eagle Ridge Development, LLC

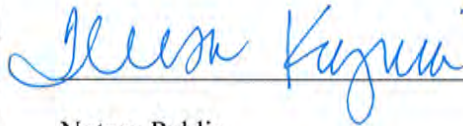

By: JONATHAN YOUNESS
Its: VICE PRESIDENT

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 12th day of APRIL, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jonathan Youness, known to me to be the Vice President of Eagle Ridge Development, the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of Eagle Ridge Development, LLC.

[SEAL]




Notary Public

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between Kathleen Grant (the "Developer") and the City of West Fargo, a North Dakota Municipal corporation (the "City").

WHEREAS, the Developer desires to plat and develop a piece of property in the City of West Fargo to be known as Grant Addition (the "Property"); and

WHEREAS, the ordinances of the City of West Fargo require at the time of platting that certain public property be dedicated to the City or a cash payment to be made in lieu thereof; and

WHEREAS, the parties agree that there should be credit given toward land dedication for this particular plat; and

WHEREAS, the parties agree that such dedication shall be made as herein provided.

NOW, THEREFORE, be it agreed between the parties as follows:

1. The Developer hereby agrees that it will pay a total sum of \$85,990.20 in lieu of public dedication, which entire sum shall be paid within ninety (90) days of final plat approval of the proposed Grant Addition subdivision.
2. The City agrees that it will review the plat of Grant Addition, and following regular procedures will approve a plat of Grant Addition with payment in lieu of public land dedication in the amount set forth in paragraph 1 of this Agreement. Nothing in this agreement shall be construed as exempting the plat of Grant Addition from complying with the City of West Fargo's subdivision ordinances as amended from time to time.
3. The City agrees that it will use the cash payment in lieu of public dedication for the

purpose of providing public uses and facilities which will benefit the general neighborhood of Grant Addition under the provisions of the subdivision regulations found under Title IV of the ordinances of the City of West Fargo, North Dakota.

4. The parties to this Agreement understand that Developer intends to convey the property interest in Grant Addition to Eagle Ridge Development, LLC, (the "Professional Developer") and/or some other entity or person, and that Professional Developer or any other entities or persons shall be bound by the terms of this Agreement. Furthermore, any other successor, heir, assign or assignee of real estate in Grant Addition will be bound by the terms of this Agreement, and no entity shall be entitled to a building permit in Grant Addition unless and until the dedications herein described have been made. Upon assignment to Professional Developer, the Professional Developer shall assume the terms and conditions of this Agreement, including all liabilities and obligations, the Professional Developer shall indemnify Developer from any claims arising hereunder, including reasonable attorney fees and costs, and the City of shall release Developer from any liabilities or obligations arising hereunder. The Professional Developer has reviewed the terms and conditions of this Agreement and agrees to be bound by the same.

5. Any and all claims that arise or may arise against Developer, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Developer, its agents, servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorney's fees, which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in

any way connected with the use of the Property. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees.

6. This Agreement may not be altered or amended except in writing executed by all parties.

7. This Agreement shall be recorded. Additionally, it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

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

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

DEVELOPER: Kathleen Grant

BY: Kathleen Grant

PROFESSIONAL DEVELOPER:
Eagle Ridge Development, LLC

By: Jonathan Younes

Its: Vice-President

CITY OF WEST FARGO

BY: _____
Board President

ATTEST: _____
City Auditor

ORDINANCE NO. 1209

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WEST FARGO, NORTH DAKOTA, AS ADOPTED IN SECTION 4-301 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. Amendment. The Official Zoning Map of the City of West Fargo, North Dakota, as adopted in Section 4-301 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended as follows:

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to R-2 (Limited Multiple Dwellings District):

Part of Auditor's Lot 1 and Auditor's Lot 3, and Part of Government Lot 4 and Government Lot 5 of the Northwest Quarter (NW¼) of Section 6, Township 138 North, Range 49 West in the City of West Fargo, Cass County, North Dakota (also known as the Plat of Grant Addition).

SECTION 2. Amendment of Zoning Map. The proper City Officials are hereby authorized to amend and change the City Zoning Map to correspond thereto.

SECTION 3. 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:



To: West Fargo City Commission

From: Matt Andvik, Public Works Director

Date: Monday May 2nd 2022

Subject: Reconsideration of the Sanitation Study

Action: Approve the Sanitation Operations Study and Award the contract to Burns McDonnell and Burian Associates LLC.

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary and Recommendation:

Summary:

Our community has experienced significant growth over the last decade, growing from 25,830 people in 2010 to over 38,626 people in 2020, which has caused challenges and some strain to the operations of our Sanitation Department. To help our Sanitation Department accommodate the existing growth and appropriately plan for the future, the Public Works Department wishes to conduct a Sanitation Operations Study.

Some of the main drivers for this study include an upcoming contract expiration with Waste Management for recycling services, extended lead times for procuring sanitation equipment, permitting requirements at the Inert Landfill, future facility needs, and known operational inefficiencies (but no clear way for improving while still providing the service our customers have come to know and appreciate). Another driver for this study includes the need for a deeper understanding of the basis and justification for the City's current and future sanitation rates.

This study will provide recommendations and strategies for enhancing our Sanitation Departments operations, as well as a 10-year financial plan for analyzing revenue adequacies and expenses to help us transparently implement sanitation rate adjustments when needed. This study will also look at what the City's options are regarding recycling, as well as exploring nearby county and community partnership potential (similar to the water and wastewater regionalization efforts with the City of Fargo). The Study will result in a transparent report and actionable 10-year improvement plan where Sanitation finances and operational improvements are aligned.

Recommendation:

In January of this year, the City issued a public RFP soliciting proposals to conduct the Study. We received five proposals for this study. Our five-person selection committee, made up of, Commissioner Amanda George, Public Director Matt Andvik, Finance Director Jim Larson, Sanitation Manager Logan Jacobson, and Operations Manager Brian Matzke reviewed and scored the proposals. Burns & McDonnell and Burian & Associates LLC was selected as the most qualified consultant to perform the work.

We recommend approving the Sanitation Operations Study and awarding the contract to Burns & McDonnell and Burian & Associates LLC.

Policy Analysis:

The Sanitation Operations Study will help us better understand where and how we can improve our day-to-day operations and streamline our process to be more efficient. It will give us a plan for our rates, so we can adequately fund operational activities as well as maintain our fleet. This will also give us guidance to future needs in buildings, equipment, and employees to continue to grow with the city. We have not had a Sanitation rate increase since 2019. The study will provide a basis for any rate adjustments and an actionable plan to implement study recommendations.

Financial Analysis:

We estimated a cost of the Sanitation Operations Study at \$100,000. The proposal submitted from to Burns & McDonnell and Burian & Associates LLC was \$99,293. This would be paid from the Sanitation funds. We request a budget amendment in the amount of \$99,293 in the Sanitation Fund. We reviewed with the City Administrator and Finance Director and we have the available funds to cover the cost.

Process/Timeline:

Once approved, staff will work with to Burns & McDonnell and Burian & Associates LLC. to start the study as soon as possible, with the goal of completing within six months of awarding the contract.



SANITATION OPERATIONS STUDY

CITY OF WEST FARGO



WHY A STUDY?

Need an aligned operational and financial framework for the West Fargo Sanitation Department

ACCOMODATING GROWTH & MEETING FUTURE NEEDS

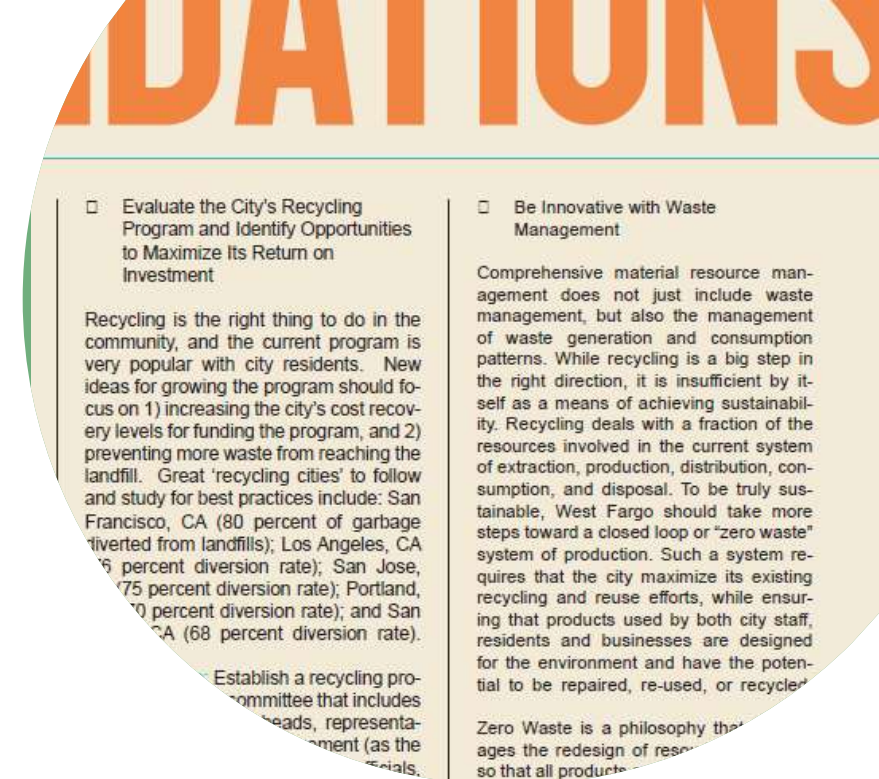
- How do we catch up to our past City growth and plan for future growth and needs of the City?
- What will be our future staffing, equipment and infrastructure needs? **How much will this cost?**
- How can we eliminate / minimize inefficiencies, and what it means in terms of level of service provided and costs.

APPROPRIATE & TRANSPARENT SANITATION RATES

- Our Sanitation Department should stand on its own – rates need to be able to fund sanitation expenses.
- Need a **strong understanding** and **transparent process** of how rates are calculated.
- Rates have not been changed since 2019.

FUTURE VISION

- How do we work towards the recommendations in the **West Fargo 2.0 Plan**.
 - Evaluate the City's recycling program and identify opportunities to maximize its ROI
 - Be Innovative with Waste Management



HOW DO WE:

- **Optimize** existing and future operations
- **Plan** appropriately for funding sanitation expenses
- **Justify** and establish sanitation rates
- **Work** with regional sanitation partners
- Set up West Fargo sanitation for **continued success**

WHY NOW?

CONTRACTS AND EQUIPMENT LEAD TIMES ARE THE DRIVING FACTOR

- The recycling contract with Waste Management ends in **April 2024**. If we decide to change our approach to recycling, we will need to negotiate a new contract or order equipment by October of 2022 to have them in place by April 2024.
- Recycling Compactor model, compactor trailer, lead times **24 months**.
- Lead times for ordering trucks is **18 -24 months**.
- A study at this time would allow us to add any changes or recommendations from the study to the 2023 budget and future years.



ENCOURAGING REDUCE, REUSE, AND RECYCLE

RFP PROCESS AND AWARD

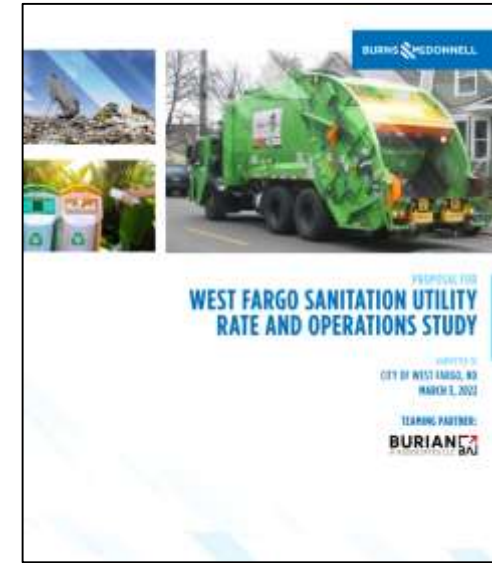
- We received 5 proposals for the study.
- **Burns & McDonnell/Burian & Associates** was the consultant chosen by a selection committee of Commissioner George, the Public Works Director, Finance Director, Operations Manager, and the Sanitation Manager.
- The proposal price for the study was \$99,293.
- The funding for this study would come from the Sanitation fund.
- The Study would be completed 6 months after they are given the notice to proceed.
- Presentation of the Study Findings to the Commission for review and comment.



WHY HIRE A CONSULTANT?

WHAT ARE THE BENEFITS OF USING A CONSULTANT OVER STAFF?

- Burns & McDonnell/Burian & Associates have conducted studies like this throughout the region.
- Proven and industry recognized approach for conducting operational and utility rate studies.
- Consultant team pairs national expertise and deep bench of sanitation and financial professionals *with* a local presence and understanding of localized issues and needs.
- Consultant team has allocated staff time to complete project in the defined schedule. Frequent progress check-ins with City team are planned throughout Project.
- Deliverables will include a comprehensive and defendable report with a cost model.



- If staff conducted the study, we would need to research and create a process to conduct the study.
- Our staff is unsure of the time commitment required to complete a study of this nature in-house.

PROVEN AND INDUSTRY RECOGNIZED APPROACH

CORE STUDY COMPONENTS: WHAT'S INCLUDED

Existing Conditions Review and Assessment

- Essential in fully understanding the existing operations of the City's Sanitation Department. Includes reviewing existing data and information pertaining to Sanitation operations.

Operation and Service Analysis

- Includes conducting a benchmarking exercise where the City's operations and financial elements will be compared to similar peer communities.
- Also included is an options analysis, which will outline methods for optimizing operational activities and enhancing sanitation service delivery.

Infrastructure Analysis

- Includes a comprehensive analysis of the Inert Landfill and Transfer Station, as well as identification of future improvement/optimization strategies.

Utility Rate Analysis

- Includes conducting a baseline and forecasted cost of service analysis, outlining revenue requirements, and proposing rate adjustments, as needed.

Implementation Plan and Report Preparation

- Includes the appropriate documentation and packaging everything into an actionable plan that will guide the Sanitation Department for the next 10-years.

At the kickoff meeting and throughout the Project, **goals, objectives, and policies** will be reviewed, discussed, and recommended, which will help determine and guide future capital and operational improvements.



THANK YOU | QUESTIONS?

✉ MATTHEW.ANDVIK@WESTFARGOND.GOV

🌐 WWW.WESTFARGOND.GOV

MEMORANDUM



TO: West Fargo City Commission
FROM: John T. Shockley, City Attorney
DATE: April 25, 2022
RE: First Reading of Massage Therapy Establishments Ordinance –
Modifications

I. Introduction

The City of Fargo recently enacted an ordinance to regulate Massage Therapy Establishments within the City of Fargo (the “Fargo Ordinance”). The City of West Fargo and the City of Fargo utilize the services of Cass Public Health to help enforce health-related ordinances - including the Fargo Ordinance. Cass Public Health requested that the City of West Fargo pass a similar ordinance.

The overall purpose of the ordinance is to place reasonable regulations in place governing the operation of entities and individuals performing massages in order to reduce the incidence of human trafficking and other illegal activities that could occur at establishments providing “illegal services” to individuals under the pre-tense of providing massages.

The City Commission requested that I and the Police Chief modify the ordinance as proposed to ensure that protections were in place to prevent operators of legitimate business not be subject to surprise inspections without reasonable suspicion of illegal activity and that they would receive notice of any administrative regulations adopted by the City Commission.

II. Amendments to Ordinance

Section 10-0405 (Regulation, Inspection and Enforcement). This section has been amended to provide that regulations would only become effective no sooner than thirty (30) days after approval by the West Fargo City Commission at a public meeting. This provides notice and an opportunity for any regulation to be commented upon and to allow businesses to adjust business operations to comply with an approved regulation. Further, in order for a regulation to become effective, it must also be approved by the West Fargo City Commission.

This section has also been amended to provide that searches of establishments by the Director of Health and the Police Department can only occur upon reasonable suspicion

that a violation of the ordinances is occurring. This is the Fourth Amendment standard that law enforcement is held to whenever there is a search that is proposed to be conducted.

III. Conclusion

These changes have been reviewed by the Chief of Police. The ordinance is ready for first reading.

ORDINANCE NO. 1206

AN ORDINANCE TO CREATE AND ENACT CHAPTER 10-04 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO LICENSING OF MASSAGE THERAPY ESTABLISHMENTS.

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

SECTION 1. Section 1. Chapter 10-04 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

CHAPTER 10-04

MASSAGE THERAPY ESTABLISHMENTS

Sections:

- 10-0401. Definitions.
- 10-0402. License to Operate Massage Therapy Establishment Issued Annually - Fee; Application.
- 10-0403. Display of License - License Non-Transferable.
- 10-0404. List of Employees Required.
- 10-0405. Regulation, Inspection and Enforcement.
- 10-0406. Licenses - Non-Renewal, Suspension, or Revocation of License.
- 10-0407. Operation of a Massage Therapy Establishment - Violations.
- 10-0408. Penalty.

10-0404. DEFINITIONS. As used in this ordinance, unless context otherwise indicates, the following definitions shall apply:

- 1. "Massage" means the practice of massage therapy by the manual application of a system of structured touch to the soft tissues of the human body, including:
 - a. Assessment, evaluation, or treatment;
 - b. Pressure, friction, stroking, rocking, gliding, kneading, percussion, or vibration;
 - c. Active or passive stretching of the body within the normal anatomical range of movement;
 - d. Use of manual methods or mechanical or electrical devices or tools that mimic or enhance the action of human hands;
 - e. Use of topical applications such as lubricants, scrubs, or herbal preparations; and

- f. Use of hot or cold applications.

Except as provided in this chapter, "massage" does not include diagnosis or other services that require a license to practice medicine or surgery, osteopathic medicine, chiropractic, occupational therapy, physical therapy, or podiatry and does not include services provided by professionals who act under their state-issued professional license, certification, or registration.

- 2. "Massage therapy establishment" means any person as defined in this chapter, holding itself out as providing massage therapy services to the public for a fee or other form of remuneration. The term shall not include the following activities:
 - a. Any individual who provides massage therapy in the dwelling unit in which the individual resides, provided that all of the following conditions are met:
 - i. no more than 25 percent of the floor area of the dwelling unit is used as a place of work;
 - ii. no employees of the resident come to the dwelling unit site;
 - iii. no more than four (4) customers per day or more than twelve (12) customers per week come to the dwelling unit site;
 - iv. massage therapy services are limited to hours of 7:00 a.m. to 9:00 p.m.; and
 - v. no more than one (1) customer is permitted on the dwelling unit site at any given time.
 - b. Schools that furnish massage services to their student athletes;
 - c. Any student of a school of massage who is practicing massage in the course of fulfilling a required massage therapy practicum under the direct supervision of a licensed massage therapist or in the course of participating in a school-supervised student massage clinic under the direct supervision of a licensed massage therapist, a school may charge a fee and students may accept tips under a policy set by the school. Students may practice homework unsupervised on other students, family or friends, but no fee or tip may be charged or accepted. These massages may only be performed at the school or at the residence of the student, family member, or friend;

- d. Any individual who is engaged in a profession or occupation for which the individual is licensed by this state, as long as the individual's activities are performed in the course of a bona fide practice of the individual 's profession or occupation and as long as the individual does not represent to the public that the individual is a massage therapist or is engaged in the practice of massage and does not perform massage while working in a massage therapy establishment;
 - e. A health spa or similar business to the extent the spa or business is performing superficial applications used for beautification or health of the skin, including salt glows and contouring;
 - f. Any individual instructor demonstrating massage techniques as a component of a board-approved seminar; and
 - g. Any individual practicing healing by manipulating the energy field or the flow of energy of the human body by means other than the manipulation of the soft tissues of the body, provided that the individual's services are not designated or implied to be massage or massage therapy. For purposes of this subsection, a light touch or tap is not a manipulation of the soft tissues of the human body.
- 3. "Person" means any individual, partnership , corporation or limited liability company or other lawful business entity.
 - 4. "Massage therapist" means an individual licensed to practice massage by the board.
 - 5. "Board" means the North Dakota Board of Massage Therapy.
 - 6. "Public health department" means Fargo Cass Public Health or any representative thereof.

10-0402. LICENSE TO OPERATE MASSAGE THERAPY ESTABLISHMENT ISSUED ANNUALLY- FEE; APPLICATION. No person shall operate a massage therapy establishment without first applying for and obtaining a license issued by the public health department. The license shall be subject to all the terms and conditions of this chapter and any other approved regulations as provided in this chapter. The initial application for a license shall extend from the date of issuance until year-end. Thereafter, the massage therapy establishment license may be renewed annually, January 1, by the Director of Public Health. The fee for an initial license and any renewal thereof shall be as established by resolution of

the Board of City Commissioners, and applicants shall complete an application form furnished by the Public Health Department. A license shall apply only to the premises described in the application, and in the license issued thereon, and only one location shall be so described in each license.

10-0403. DISPLAY OF LICENSE - LICENSE NON-TRANSFERABLE. A license issued pursuant to this chapter shall be displayed in a conspicuous location in the massage therapy establishment for which the license is issued. A license issued pursuant to this chapter is non-transferable.

10-0404. LIST OF EMPLOYEES REQUIRED. The licensee shall maintain a written list of names and current addresses of all employees and to supply the public health department with said list. Said list shall be shown to the public health department or its designee, upon request. The licensee shall provide updates to such list on at least a monthly basis to keep the public health department apprised of any changes in the list of current employees.

10-0405. REGULATION, INSPECTION AND ENFORCEMENT. In order to provide for the public health and safety, the public health department may promulgate regulations creating minimum standards for massage therapy establishments, which regulations may be enforced by the Director of Public Health, Chief of Police, or any officer of the health or police department. Said regulations shall be approved by resolution of the Board of City Commissioners prior to becoming effective. No regulation shall take effect without City Commission action at a publicly-noticed meeting. Any regulations adopted hereunder will be effective no sooner than thirty (30) days after adoption by the City Commission.

The Director of Public Health, Chief of Police, or any officer of the health or police department may, at any time, upon reasonable suspicion that a violation of this Chapter has occurred, enter upon any licensed premises for the purpose of a health inspection or to determine whether the licensed premises are in compliance with any and all ordinances of the City. This section shall not restrict or limit the right of entry vested in any law enforcement agency. In the event of a failure to comply with the provisions of this chapter, after due notice thereof, the public health department shall have the power to abate or cause a suspension of the use of the massage therapy establishment license until such time as the same is, in the opinion of the Director of Public Health, no longer a hazard to public health or safety.

10-0406. LICENSES - NON-RENEWAL, SUSPENSION, OR REVOCATION OF LICENSE. All licenses issued under the provisions of this chapter, unless otherwise specifically provided, shall terminate on December 31 following the date of issuance; provided, however, that any license issued under the provisions of this chapter may, under

certain circumstances, be suspended, revoked, or not renewed by the Director of Public Health.

1. The Director of Public Health may suspend, revoke, or not renew a massage therapy establishment license for any of the following reasons:
 - a. A violation related to fraud, misrepresentation, or false statement contained in a license application or a renewal application;
 - b. A violation related to fraud, misrepresentation, or false statement made in the course of carrying on the licensed occupation or business;
 - c. The licensee has been convicted of a felony under the laws of the United States or any state;
 - d. Conducting the licensed business or occupation in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the community;
 - e. If the owner, manager, lessee or any of the employees are found to be in control or in possession of an alcoholic beverage, a narcotic drug or controlled substance on the premises, other than drugs which may be purchased over the counter without a prescription or those for which the individual has a prescription;
 - f. If the licensee fails to maintain with the issued authority a current list of all employees of such licensed premises or fails to produce the list upon request;
 - g. If the licensee refuses or restricts access to the massage therapy establishment for purposes of an inspection; or
 - h. If the licensee employs anyone other than a duly-licensed massage therapist to administer one or more massages on the licensed premises.
2. The grounds enumerated in this section shall not be deemed to be exclusive, and any license issued under the provisions of this chapter may be suspended or revoked for any other reason deemed to be sufficient in order to promote and protect the public health, safety, morals and general welfare of the people of the City of West Fargo.

3. No license under the provisions of this chapter shall be suspended or revoked for cause by the Director of Public Health without a public hearing. In the event that the Director of Public Health intends to consider the suspension or revocation of any license for cause, it shall notify the licensee of its intention to consider the same. The notice shall specify the time and place of the suspension or revocation hearing and shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No suspension or revocation hearing shall be held before the expiration of 10 days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the Director of Public Health that sufficient cause exists for the suspension or revocation of a license issued pursuant to the provisions of this chapter, the Director of Public Health shall make its order suspending or revoking said license.

4. An order suspending or revoking a license pursuant to the provisions of this chapter may be appealed to the Board of City Commissioners. The licensee must give written notice of its intent to appeal the order of suspension or revocation to the Board of City Commissioners no later than 10 days of the date of the decision. The Board of City Commissioners shall consider the appealed decision as a new matter in a public hearing and, at the close of the public hearing, shall act to affirm or reverse the original decision.
5. The Director of Public Health or its designee may immediately suspend a license, if the licensee, or any person working on behalf of the licensee, is determined to be conducting business in an unlawful manner, any manner that constitutes a substantial hazard to the health, safety, or general welfare of the public, or after repeated complaints received regarding unlawful conduct of the business practices or method of solicitation. The licensee will be given notice of the immediate suspension on site, and the suspension will take place immediately. The licensee may request a hearing within 10 days of notice of the suspension and the hearing procedure will be the same as set forth in Subsection 4, aforementioned.

10-0407. OPERATION OF A MASSAGE THERAPY ESTABLISHMENT - VIOLATIONS. It shall be a violation of this ordinance for any person to:

1. Operate as a massage therapy establishment in the City of West Fargo without a license issued by the public health department;
2. Employ, as a massage therapy establishment, anyone other than a duly-licensed massage therapist to administer one or more massages on the licensed premises;
3. Fail or refuse to a request by the public health department or its designee of the massage therapy establishment's list of names and current addresses of all employees;
4. Fail or refuse to grant access for purposes of inspection of the massage therapy establishment upon lawful request by the Director of Public Health, Chief of Police, or any officer of the health or police department; or
5. Provide false information on a license or renewal application, knowing or having reason to believe that such information is false.

10-0408. PENALTY. Any person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

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:



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

To: West Fargo City Commission

From: Dustin T. Scott, City Engineer

Date: May 2, 2022

Subject: Project No. 1340

Action: Create Project No. 1340, Approve Engineer's Report, Approve Task Order No. 54-1, Direct Engineer to prepare Plans and Specifications, and Authorize Staff to Procure Long Lead Time Items

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

Project Summary and Recommendation:

Since the adoption of the CIP in 2020, there has been an ongoing effort to study and evaluate existing sanitary sewer lift stations, corresponding force mains and related infrastructure. The focus has primarily been on (16) aging sewer lift stations within the City's "Core Area" with an additional site located on 40th Ave just west of the diversion channel. In 2021, city commissioners authorized construction to start on the (4) most critical locations (refer to Project No. 1338), which was substantially completed last fall.

Engineering and Public Works staff have continued these efforts to prevent failures and extend the service life of current infrastructure. A detailed analysis has been completed and a project scope identifying the next priority group of lifts has been outlined in the Engineer's Report. The report includes reference maps identifying the improvement areas as well as associated cost estimates.

Recently, City staff in Public Works and Engineering have learned that due to ongoing supply chain disruptions, typical suppliers of valves for this work are not guaranteeing pricing or delivery times. To ensure the highest potential for beginning work in 2022, staff requests authorization to solicit for quotes on long lead time items, and authorization to purchase such items at costs not to exceed \$50,000 prior to City Commission approval of final plans.

The following documents are attached for review/consideration:

- Engineer's Report
- Task Order 54-1
- Four (4) Resolutions as follows: Creating Project, Directing Report, Approving Report, and Directing Plans and Specifications.

Staff Recommendation: Create Project No. 1340, Approve Engineer's Report, Approve Task Order No. 54-1, AND Direct Engineer to prepare Plans and Specifications. Authorize staff to solicit for quotes on long lead time items and approve the purchase orders of such items at costs not to exceed \$50,000.

Financial Analysis:

The 2022 CIP identified project funding to be sewer bonds.

Previously Presented Information and Commission Actions:

- N/A

Engineer's Report

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

Project No. 1340

Sanitary Sewer System Rehabilitations, Replacements, and Incidentals

General Nature (Scope)

Public Works identified several sanitary sewer lift stations in town as being in poor condition and in critical need of rehabilitation. A study was conducted by Moore Engineering to evaluate these lift stations along with related force mains and other system components. Sixteen (16) lift stations were included, which are primarily located between Main Ave and I-94. The lifts were categorized by level of work needed and the priority of such work, and categorized into 4 groups. As work on priority group one proceeded last year, a preliminary engineering report for priority group two is attached, including cost estimates and reference maps for the improvements proposed for Project No. 1340.

Four (4) lift stations were identified as needing immediate rehab in priority group two and are included in the Estimate of Probable Cost. The project will consist of rehabilitating lift stations such as upgrading pumps, replacing or repairing control panels, and wet-well coating applications; as well as modifying associated force mains and other components. At the request of the City of West Fargo Public Works Department, exterior improvements were requested at a fifth lift station as well.

Purpose

Prevent failures, improve performance and extend service life of the sanitary sewer system in these areas.

Feasibility

Public Works and Engineering have reviewed the study results and proposed a scope of work for Project No. 1340. The project is feasible and staff considered it to be a very high priority. The 2022 CIP identified a project cost of \$1,500,000 with funding source identified as **sewer bonds**. Based on information from the aforementioned study and including soft costs, the proposed project has estimated cost of \$1,765,000.

Estimate of Probable Cost

Construction		\$1,500,000
Bid Proposal Items	\$1,250,000	
Contingency (~20%)	\$250,000	
Consultant (Design/Construction, Study & Report)		\$175,000
Legal & Administration		\$60,000
Bond Discount		\$30,000
Total Estimated Cost		\$1,765,000

Source of Funds

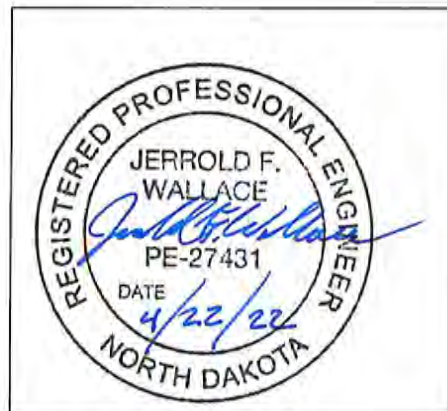
Special Assessments		\$0
City Funds		\$1,765,000
Capital Impr. Sales Tax	\$	
Water/Sewer Revenue	\$	
Water/Sewer Bond		\$ 1,765,000
Total		\$1,765,000

Attachments (Available upon Request)

- A. Consultant's report including itemized cost estimate and reference maps
- B. C.I.P. Summary

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


Jerrold F. Wallace, P.E.
ND Registration No. 27431



2022

Estimated Year

Project Status

Design

80% Complete

Project Priority Grade

A

Project Category

Local

Project Orig. Date

APR 2021

PURPOSE AND NEED

Public Works identified five lift stations, SA5, SA14, SA23, SA24, and SA35 that are aging and are in need of rehabilitation in 2022. These core area sanitary lift stations are reaching the end of their service life and have failing coatings, aging pumps, piping, valves and panels. It is vital to keep these lift stations in working condition to avoid sewer backups.

The pictures shown below of the lift station sites are for information purposes only. The work proposed to be completed on these sites is primarily the pumps and piping on the inside of the structures.

SCOPE

Engineer's Report 04/21/22

At lift stations SA5 through SA24, it is proposed to replace pumps, valves, piping, coatings, and update controls in order to maintain the system and allow for these stations to continue to function for the next 20-25 years. The pavement at lift station SA35 has failed and will be replaced under this project. Decorative security fencing will be added to surround all lift station sites. Between 3rd Street East and 6th Street East, a broken valve has been identified at the intersection of the 13th Avenue force main and Drain 45 force main. The force main along 13th Avenue is undersized and near the end of its recommended service life. It is proposed to replace an approximate 100-foot section of the ACP force main on 13th Avenue along with replacing the broken valve.

FUNDING INFORMATION

Engineer's Report 04/21/22

\$1,440,000

Preliminary

Total Project Cost

*Cost includes 3.00% inflation per year

Local Funding: \$1,440,000

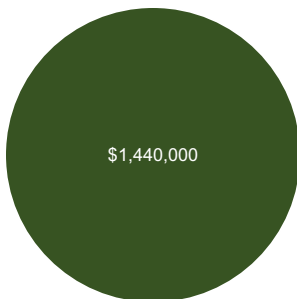
■ Sales Tax - CIP \$1,440,000

Outside Funding: \$0

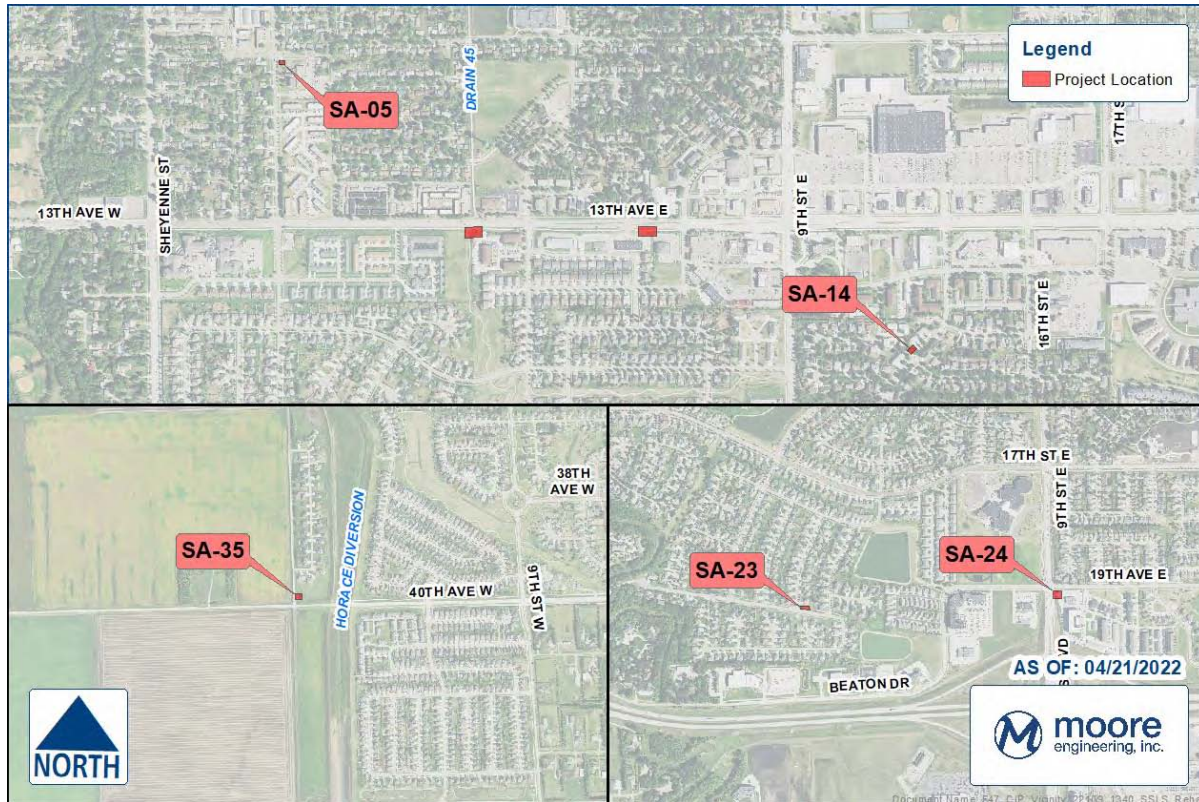
■ None \$0

Funding Notes:

Due to the volatile bidding and materials supply market, a 25% contingency has been added to the estimated construction subtotal in the estimated project costs



PROJECT LOCATION



EXISTING CONDITIONS



SA5



SA14



SA23



SA24



SA35

EXHIBIT A to MSA

Task Order for Design & Construction Services

This is Task Order No. 54-1
consisting of 20 pages.

Task Order 54-1

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

1. Background Data

- a. Effective Date of Task Order: April 18, 2022
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Project No. 1340
- e. Specific Project Description: Sanitary Sewer Lift Station Rehabilitation (SA 5, 14, 23, 24 & 35)
- F. Project Background: The City is looking to rehabilitate aging lift stations. In 2021 the first phase was completed and Public Works has identified the sanitary lift stations mentioned above as the second phase of lift stations needing to be rehabilitated.

2. Services of Engineer

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

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

1. Engineer shall:

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

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

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

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

B. *Final Design Phase*

1. Engineer shall:

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

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

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

C. *Bidding or Negotiating Phase*

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

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

D. *Construction Phase*

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

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

3) The duties and responsibilities of the RPR are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

E. *Post-Construction Phase*

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

F. *Commissioning Phase*

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

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Additional Construction Services*

Record Drawing Administration

- f. Prepare and furnish to Owner GIS shapefiles showing appropriate record information based on Project annotated record documents received from Contractor. GIS shapefiles shall include

survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights. The infrastructure will be moved to these locations in GIS. GIS shapefiles will be supplied to City for use within their webmap.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

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

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

6. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - a. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Design Services				
Preliminary Engineering	54 54-1	\$40,000	\$-40,000	\$0
Additional Construction Phase Services				
Additional Record Drawings Administration	54-1	\$0	\$4,200	\$4,200
ADDITIONAL SERVICES SUBTOTAL (TO 54-1)				

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
ADDITIONAL SERVICES SUBTOTAL (All TO's)		\$40,000	\$-35,800	\$4,200

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$1,500,000
Estimated Compensation based on 11% of Construction		\$165,000
TOTAL TASK ORDER (TO 54-1)		\$169,200

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$4,200
Estimated Compensation based on 11% of Construction	\$165,000
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (LIST ALL TO'S)	\$169,200

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

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

- a. None

8. Other Modifications to Agreement and Exhibits:

- a. None

9. Attachments:

- a. None

10. Other Documents Incorporated by Reference:

- a. None

11. Terms and Conditions

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

The Effective Date of this Task Order No. 54-1 is April 18, 2022.

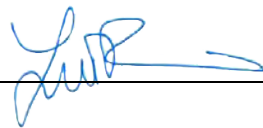
OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By:  _____

Print Name: Lee Beauvais, PE

Title: Chief Operations Officer

Engineer License or Firm's 011C

Certificate No. (if required): _____

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

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

E-Mail @westfargond.gov
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dan Hanson, PE

Title: Senior Project Manager

Address: 925 10th Avenue East,
West Fargo, ND 58078

E-Mail Dan.Hanson@mooreengineeringinc.com
Address: _____

Phone: (701) 282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

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

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

By: _____

Title: _____

Dated: _____

The Board of City Commissioners next took under consideration the question of the establishment of a sanitary sewer system rehabilitation project for the City of West Fargo.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING SANITARY SEWER SYSTEM REHABILITATIONS,
REPLACEMENTS, AND INCIDENTALS PROJECT NO. 1340
OF THE CITY OF WEST FARGO, NORTH DAKOTA

WHEREAS, Dustin T. Scott, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Sanitary Sewer System Rehabilitations, Replacements and Incidentals Project No. 1340 of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a sanitary sewer system rehabilitation project within the said City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Sanitary Sewer System Rehabilitations, Replacements and Incidentals Project No. 1340 of the City of West Fargo, North Dakota, and the project locations shall be as shown on the attached map.

Dated: May 2, 2022

APPROVED:

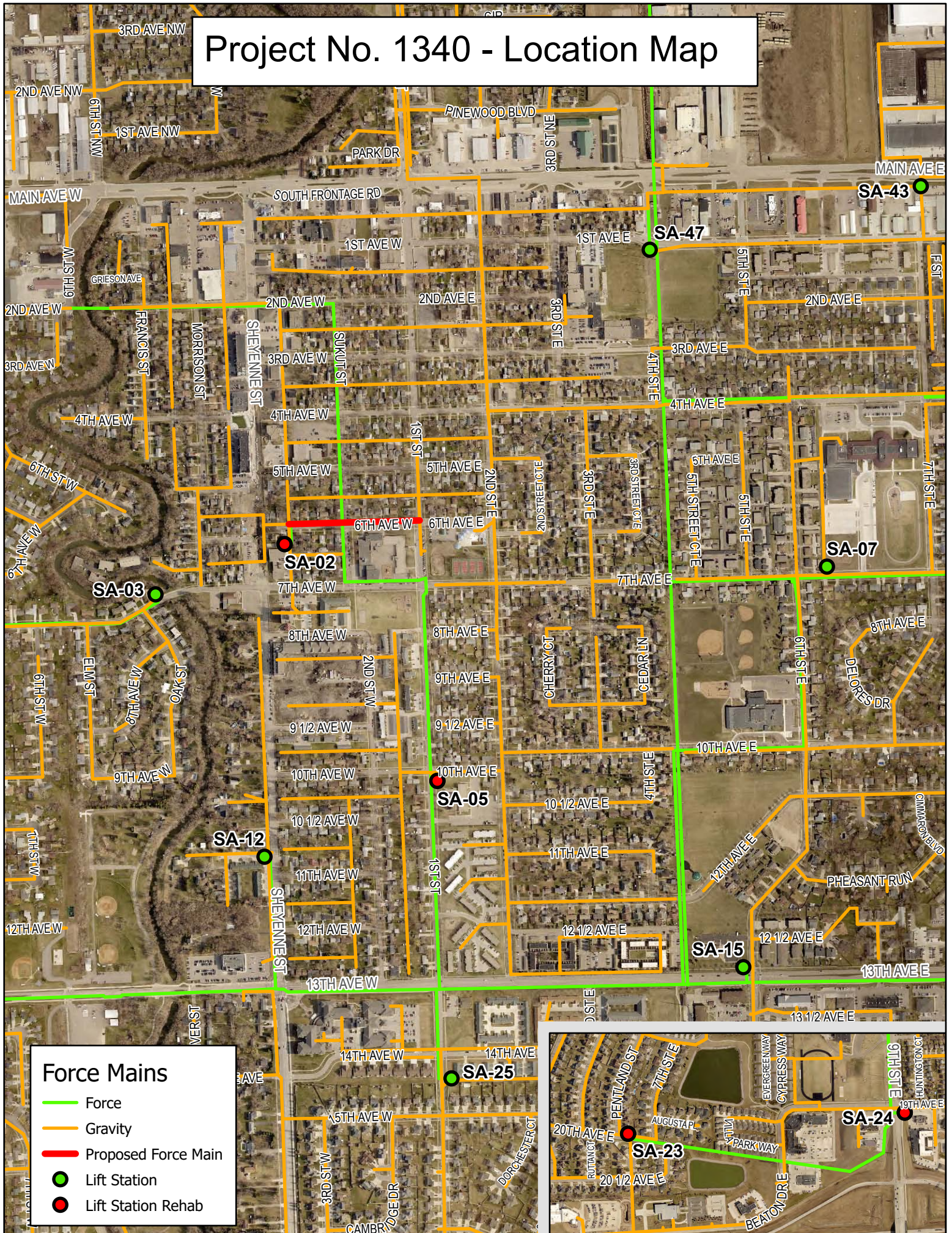
President of Board of City Commissioners

ATTEST:

City Auditor

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

Project No. 1340 - Location Map



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of rehabilitating sanitary sewer lift stations along with modifying and/or replacing associated forcemains and other system components, related incidentals, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, be constructed and made in Sanitary Sewer System Rehabilitations, Replacements and Incidentals Project No. 1340 of the City of West Fargo, the City hereby directs Dustin T. Scott, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: May 2, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility of the proposed improvement in Sanitary Sewer System Rehabilitations, Replacements and Incidentals Project No. 1340 and an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved.

Dated: May 2, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of rehabilitating sanitary sewer lift stations along with modifying and/or replacing associated forcemains and other system components, and related incidentals be constructed and made in Sanitary Sewer System Rehabilitations, Replacements and Incidentals Project No. 1340 of the City of West Fargo, the City hereby directs Dustin T. Scott, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: May 2, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



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

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dustin T. Scott, Assistant City Administrator/City Engineer

Date: May 2, 2022

Subject: DMF Health Innovations Park 1st Addition

Action: Create Improvement District No. 1341, Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications.

New Information and Recommendation:

Petitioned by Dakota Medical Foundation, this project will service the 21 acre DMF Health Innovations Park First Addition. Improvements will consist of sanitary sewer, water main, storm sewer, streets, lot services, and other associated infrastructure necessary to service 3 new parcels.

The following documents are attached for review/consideration:

- Engineer's Report & CIP Summary
- Associated Resolutions

Staff Recommendation: Create Improvement District No. 1341, Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications.

Background and Project Summary: Located between Duluth Trading Co., and the future Oporo Special Surgery Center, the developer, Dakota Medical Foundation has expressed a desire for a new office space to meet their current needs. The proposed project would provide Right of Way access and utilities to service the 3 proposed properties.

Policy Analysis:

The project is consistent with the principles of the West Fargo 2.0 Comprehensive Plan.

Financial Analysis:

Total project costs are estimated at approx. \$2,566,000. The project is a typical green field development that has been petitioned by the owners for public improvements. Current City financial policies special assess the costs of improvements to the benefitting assessment district properties.

Previously Presented Information and Commission Actions:

Date-Developer presented a petition for public improvements to the City Commission that was accepted on February 22nd, 2022.

- **Staff Recommendation:** Accept the petition for improvements and authorize the Engineer to begin Preliminary Engineering.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve the item as part of the consent agenda package. No opposition. Motion carried.



Dustin T. Scott, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

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

Engineer's Report

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

Improvement District No. 1341 (DMF Health Innovations Park First Addition)

New Water Supply, Sewerage, Street Systems and Incidentals

General Nature (Scope)

This project will see a significant portion of the remaining green-field between Interstate 94 and 23rd Avenue East converted to commercial office park. The project is consistent with the nature of the development in the area, and will provide significant infill between the current Costco Wholesale and the currently under construction Oporo Special Surgery Center. The overall 21.1 ac area will consist of one 10.156 ac lot proposed to house Dakota Medical Foundation, and two smaller parcels. The project would complete necessary public infrastructure improvements in this portion of the interstate corridor.

Purpose

The developer, Dakota Medical Foundation, has expressed interest in a new commercial office space to meet their current needs. This project will install public streets and sidewalks, water and sanitary sewer mains with associated services, street lights and boulevard plantings, and various incidentals.

Feasibility

Existing infrastructure in the area is established to allow service and connectivity as shown in the project feasibility report, and the project is consistent with the West Fargo Comprehensive Plan. The project is constructible and funding would be accomplished via the special assessment process, applied per City policy.

Estimate of Probable Cost

Construction		\$ 1,975,000
Bid Proposal Items	\$ 1,634,000	
Contingency (~20%)	\$ 341,000	
Consultant (Design/Construction, Study & Report, Environmental Evaluation, Additional Services)		\$ 274,000
Hookup Fee		\$ 65,913.12
Wetland Mitigation		\$ 75,000
Legal & Administration		\$ 97,000
Bonding/Interest		\$ 79,000
Total Estimated Cost		\$ 2,565,913.12

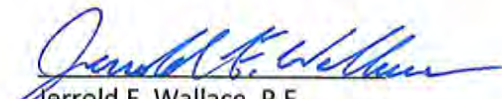
Source of Funds

Special Assessments		\$ 2,565,913.12
City Funds		\$ 0
Capital Impr. Sales Tax	\$	
Water/Sewer Revenue	\$ 0	
Water/Sewer Bond	\$ 0	
Total		\$ 2,565,913.12

Supporting Documents (available upon request)

- A. C.I.P. Project Summary
- B. Consultant's feasibility report
- C. Maps, Drawings, Etc.

The proposed improvements are cost effective and will adhere to city policies.


Jerrold F. Wallace, P.E.
ND Registration No. PE-27431



CAPITAL IMPROVEMENT PLAN - PROJECT SUMMARY

Imp. No.

1341

DMF Health Innovations Park 1st Addition (Rustad Lane Extension)

New Water Supply, Sewerage, Street Systems & Incidentals

2022

Estimated Year

Project Status

Study

75% Complete

Project Priority Grade

IP

Project Category

Local

Project Orig. Date

MAY 2023

PURPOSE AND NEED

The Developers have expressed that they would like to start construction of a new commercial office in the summer of 2022 and that there is a demand for commercial property in the area. Therefore, the Developer has petitioned the City for Improvements that are necessary to service the Property.

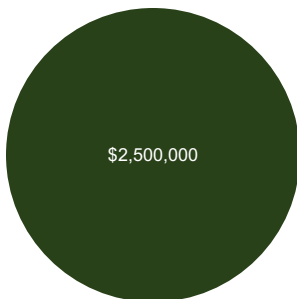
SCOPE

The Project consists of constructing sanitary sewer mains and services, water mains and services, storm sewer, concrete streets with curb & gutter, street lights, sidewalks, stockpile removal, boulevard plantings, and other miscellaneous installations.

\$2,500,000

Preliminary

Total Project Cost



FUNDING INFORMATION

*Cost includes 3.00% inflation per year

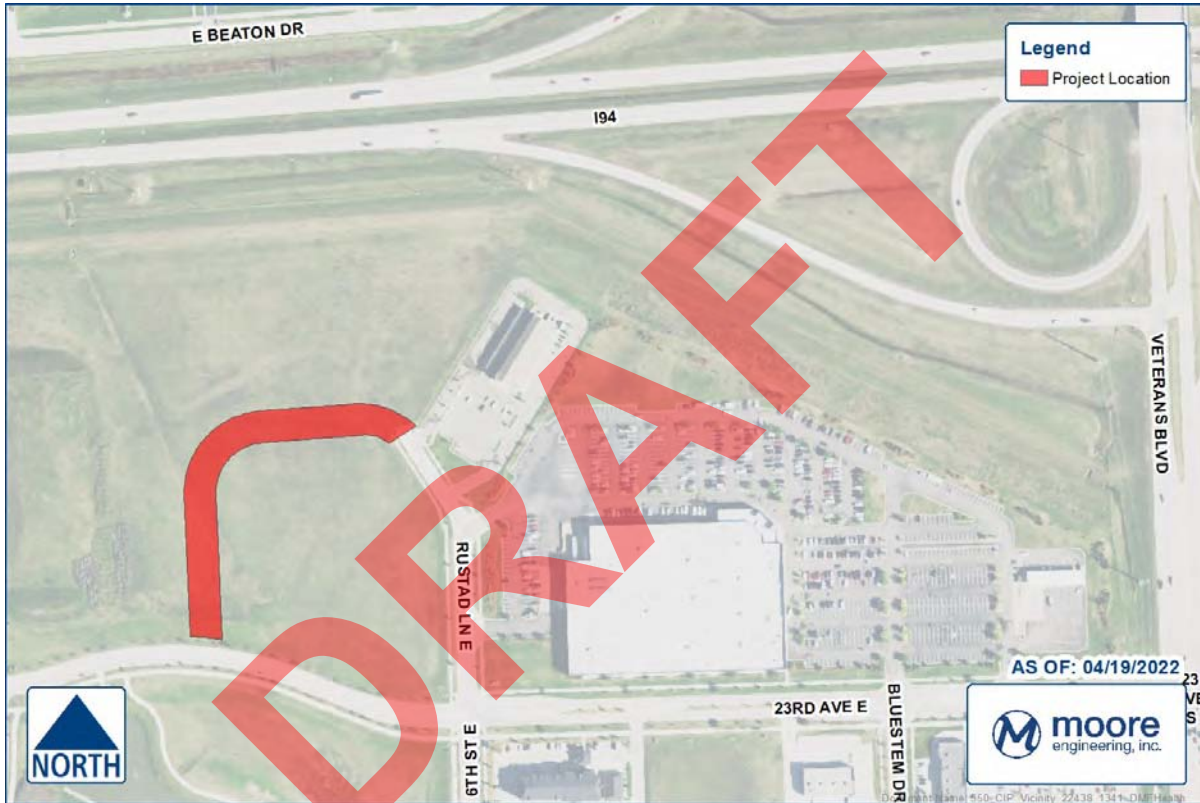
Local Funding: \$2,500,000

■ Special Assessment \$2,500,000

Outside Funding: \$0

■ None \$0

PROJECT LOCATION



EXISTING CONDITIONS



Existing Site Conditions



Rustad Lane East sidewalk

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING IMPROVEMENT DISTRICT NO. 1341 -
NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS; AND INCIDENTALS OF
THE CITY OF WEST FARGO, NORTH DAKOTA

WHEREAS, Dustin T. Scott, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Improvement District No. 1341 – New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such an improvement district; within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Improvement District No. 1341– New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo, North Dakota, the boundaries of which shall be as shown on the attached map.

Dated: May 2, 2022

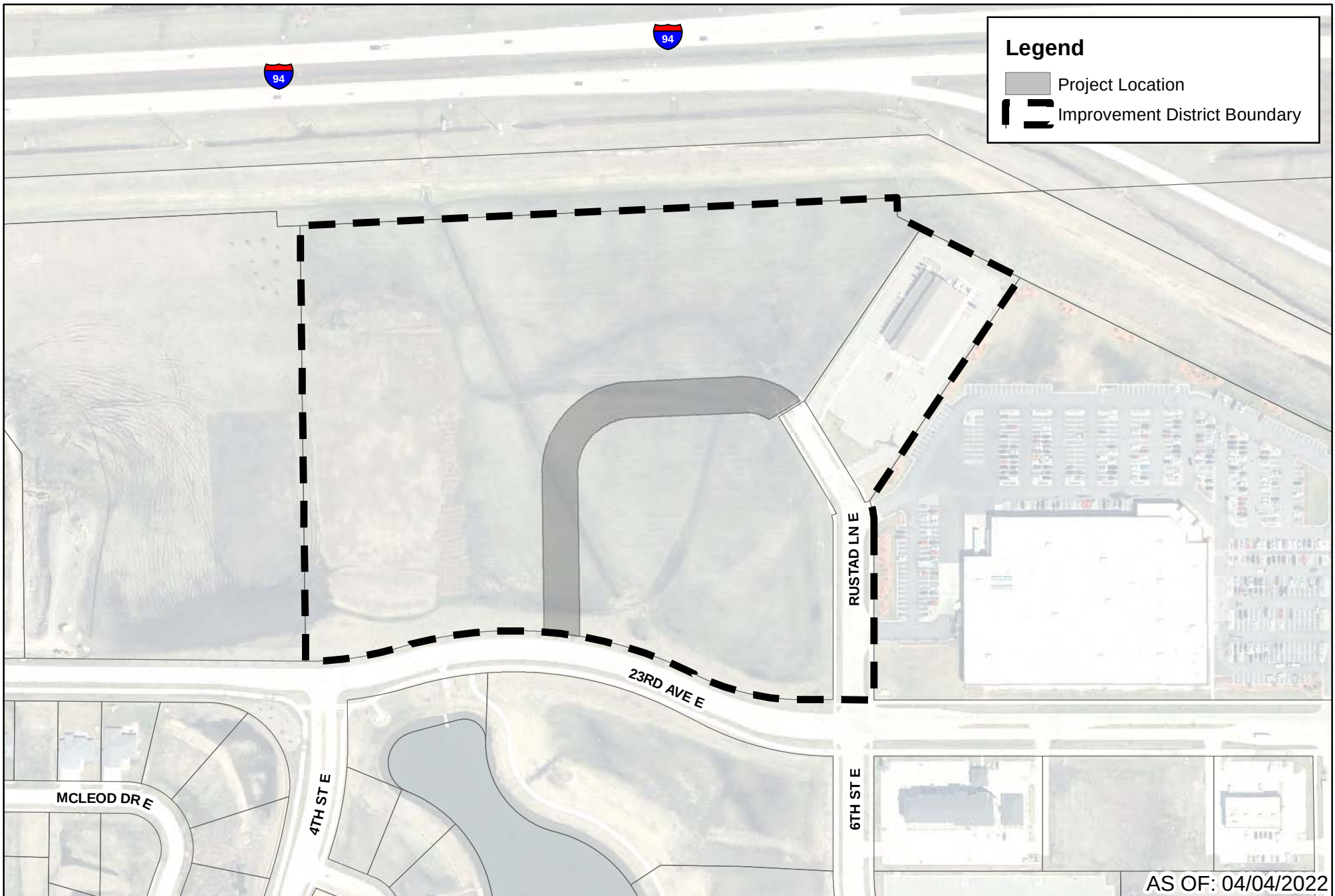
APPROVED:

President of Board of City Commissioners

ATTEST:

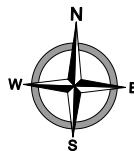
City Auditor

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



IMPROVEMENT DISTRICT MAP
IMPROVEMENT DISTRICT 1341
DMF HEALTH INNOVATIONS PARK 1ST ADDITION
WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 04/04/22 Date Saved: 04/05/22 Date Plotted: NEVER Date Exported: 04/05/22
 Plotted By: Tanner.Schmidt Parcel Date: 04/04/22 Aerial Image: 2020 FM Metro Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\22400\22438\22438_ImprovementDistrictMap.mxd



0 125 250 500
 Feet
 1 in = 250 feet



AS OF: 04/04/2022

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of water main, sanitary sewer, storm sewer, streets, lot services, and other essential infrastructure necessary to service the property in connection with the above specified improvements, be constructed and made in Improvement District No. 1341 – New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo, the City hereby directs Dustin T. Scott, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: May 2, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District 1341 – New Water Supply, Sewerage, Street Systems, and Incidentals.

Dated: May 2, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of water main, sanitary sewer, storm sewer, streets, lot services, and other essential infrastructure necessary to service the property in connection with the abvoce specified improvements, be constructed and made in Improvement District No. 1341 – New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo, the City hereby directs Dustin T. Scott, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: May 2, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dustin T. Scott, Assistant City Administrator

Date: May 2, 2022

Subject: Project No. 9024 – ADA Transition Plan

Action: Approve ADA Transition Plan contract from SRF

Project Summary and Recommendation:

Due to state and federal requirements for the funding of last year's downtown Sheyenne Street project, the City had to be the primary contract holder instead of the NDDOT, which is typically the case. When the local government is the primary contract holder on federal projects, it must be in (or working towards) compliance with Title VI of the Civil Rights Act of 1964. This includes having an ADA Transition Plan, which is a detailed document outlining a city's conditions, policies, and strategy for ADA compliance. This involves collecting inventory and analyzing all ADA structures within public facilities, grounds, and rights-of-way as well as developing a plan to transition deficient areas into compliance.

The NDDOT suggested that staff reach out to MetroCOG for guidance on ADA Transition plans and potential consultants to offer assistance. SRF consulting was recommended because they recently worked on similar plans/studies for the City of Moorhead and others. Last year, SRF was consulted to help staff develop a scope of work and action plan for starting the ADA Transition Plan. The initial phase will primarily consist of data collection. To save on consultant fees, the Engineering Department will utilize summer interns for much of the field inventory. However, an experienced consultant will be needed for other tasks such as training staff, creating GIS database, and preparing plans/documents that meet state and federal requirements. Staff is proposing to continue working with SRF Consulting on this project and they have provided the attached proposal which has been reviewed by staff and the City Attorney.

The following documents are attached for review/consideration:

- Cost Proposal from SRF for ADA Transition Plan services

Staff Recommendation: Approve contract with SRF Consulting for an estimated fee of \$31,800.

Policy Analysis:

Completion of this study will help the City progress towards compliance with Title VI of the Civil Rights Act of 1964, which allows for the City to continue to issue federally funded construction contracts. Changes created by the Bipartisan Infrastructure Law in 2021 will require the city to maintain this compliance for all future federally funded projects, such as 9th Street NE urbanization.

Financial Analysis:

This project was included in the draft 2022 CIP with an estimated cost of \$100,000 to be paid with capital improvement sales tax.



April 11, 2022

Dustin T. Scott, PE
City Engineer
City of West Fargo
800 4th Avenue East, Suite #1
West Fargo, ND 58078

Subject: Proposal for Professional Services for:
West Fargo ADA Transition Plan Self Evaluation and Plan Development

Dear Mr. Scott:

Based on the completion of Phase I – ADA Transition Plan Scoping, and your request to move into Phase II and Phase III of the ADA Transition Plan, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the development of the City of West Fargo’s ADA Transition Plan and Self Evaluation as required by the Americans with Disabilities Act (ADA) of 1990. The ADA, enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability.

SCOPE OF SERVICES

We propose to carry out the work (“Scope of Services”) set forth below in 2 phases. Phase II – Inventory of Existing Facilities and Phase III – Transition Plan and documentation of Self-Evaluation.

1.0 ADA Self Evaluation of Public Right-of-Way

The self-evaluation is a required component of the ADA Transition Plan. This process involves completing the required data collection for evaluating public rights-of-way. The City of West Fargo will complete their own data collection process through the use of summer interns or its own internal staff. SRF Consulting will provide the necessary training to city staff to complete their self-evaluation. During our completion of Phase I preliminary analysis of City of West Fargo GIS data, there is an estimated 200 linear miles of sidewalk facilities, and approximate 2,500 intersection elements that would need to be reviewed for ADA compliance. The following tasks will be completed by SRF to assist the city in the self-evaluation and field data collection:

- 1.1 Project Management – *16 hours and \$3,440*
- 1.2 GIS Tool/Database Development – *40 hours and \$5,360*
 - 1.2.1 As the facility inventory is completed in real-time through mobile devices, the data collected will be used to develop a GIS database of all public rights-of-way. The database will be maintained through the course of the project

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity/Affirmative Action Employer

and deliver the files in a searchable format, including shapefiles, geodatabases, and a Microsoft Excel output. Typically, this is performed using ESRI products (Collector App) or Cartegraph.

- 1.3 Data Collection Training – *24 hours and \$3,480*
 - 1.3.1 Using the inventory guide and mobile devices (e.g., smartphones, tablets, etc.), an on-site training session will be conducted for staff involved in developing the ADA Transition Plan and conducting field work.
 - 1.3.2 The training will include a session in a meeting room to introduce the project, as well as training in the field.
 - 1.3.3 A minimum of 2 additional periodic check-ins and QA/QC with city's field staff.
- 1.4 Self-Evaluation and Gap Analysis – *40 hours and \$5,360*
 - 1.4.1 After the data collection is complete the ultimate deliverable for this phase will be the self-evaluation of facilities based on the complete public rights-of-way inventory. The self-evaluation will quantify the deficiencies in the City pedestrian network. The format will be an output of the searchable database.

Total for Task 1.0 ADA Self Evaluation of Public Right of Way – *120 hours and \$17,640*

2.0 ADA Transition Plan Development

This portion of the project involves the actual production of the ADA Transition Plan. The Transition Plan developed in this phase will follow the Model Transition Plan developed by the Minnesota Local Roads Research Board (LRRB) and the related document outline. This phase also includes the public outreach/public notice portion of the process Transition Plan process. The following are the components of the ADA Transition Plan for the City of West Fargo's public rights-of-way:

- Summary of City's Policies and Procedures
 - Building on the data collected in the previous phase, this portion of the plan will identify any deficiencies in existing city policies and provide recommendations to for improvements.
- Improvement Schedule
 - The following are typical improvements to public ROW that can be made to correct deficiencies in accessibility:
 - Intersection corner ADA improvement retrofits (a stand-alone ADA improvement project).
 - Intersection corner ADA improvement as part of an adjacent capital project.
 - Sidewalk/Trail ADA improvement retrofit (to include at grade crossings and sidewalk ramps).
 - Sidewalk/Trail ADA improvement as part of an adjacent capital project (to include at grade crossings and sidewalk ramps).

- A reasonable schedule, framed as a policy goal, will be developed to determine when the City of West Fargo will achieve ADA compliance. ADA compliance will be achieved utilizing the following two methods:
 - Scheduled improvements to utilities and ROW
 - ADA-Specific Improvement Projects.
 - These projects will be determined by the City's CIP, or on a case-by-case basis determined by the ADA Coordinator and the City's grievance procedure.
- Development of Major Required Plan Elements
 - The ADA Transition Plan will include the following components:
 - Identification of the City's ADA Coordinator
 - Identification of the City's implementation methodology
 - Summary of the public outreach and comments
 - Identification/posting/incorporation of the City's ADA Grievance Procedure
 - ADA Transition Plan monitoring policy
- 2.1 Draft Plan Development/Policy Documentation – *32 hours and \$4,750*
 - 2.1.1 Will build off LRRB outline and complete items listed in the above scope.
- 2.2 Final Plan Development – *16 hours and \$2,370*
- 2.3 Public Outreach Support – *20 hours and \$3,090*
 - 2.3.1 Electronic correspondence, staffing one stakeholder workshop/develop workshop materials, public comment support
- 2.4 ADA Transition Plan Coordination – *24 hours and \$3,950*
 - 2.4.1 Up to four (4) project meetings

Total for Task 2.0 ADA Transition Plan Development – *92 hours and \$14,160*

SCHEDULE

We are prepared to begin immediately and will complete this work within a mutually agreed-upon time schedule.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be **\$31,800**, which includes both time and expenses.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A) and this proposal for professional services, constitute the entire agreement between the City of West Fargo and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is jnordick@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Jacob Nordick, PE
Project Director – Civil Design

JHN/JK

Attachment A: Standard Terms and Conditions

APPROVED:

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used in the profession practicing under similar circumstances. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable. Nothing herein shall be deemed a waiver by CLIENT of the limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses. The CLIENT's obligation to hold and save SRF harmless shall be limited by the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

9. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

10. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

14. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

15. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of North Dakota.

16. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.