



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – September 5, 2022 (Pages 3-4)
- E. Building Permits (Pages 5-7)

Consent Agenda - Approve the Following:

- a. Bills (Pages 8-20)
- b. Encroachment Agreement for 3060 Claire Dr
 - Approve Encroachment Agreement (Pages 21-30)
- c. Project No. 2266 (9th ST E Concrete Pavement Repair Main to 13th Ave E)
 - Authorize Notice to Proceed; AND Adopt Resolution Approving Contract and Contractor's Bond (Pages 31-33)
- d. Final approval of Maple Ridge at the Preserve 8th Addition (Pages 34-42)
- e. Games of Chance for Dave's Angels for Raffles on October 22, 2022 at West Fargo Speedway at 680 Main Ave W (Page 43)
- f. Games of Chance for Dakota Southeast Chapter of Pheasants Forever, Inc for a Calendar Raffle on the first Tuesday of every month at Sheyenne Plaza VFW at 444 Sheyenne St (Page 44)
- g. Games of Chance for the American Legion Department of North Dakota for a Raffle on February 17, 2023 at the American Legion Department of North Dakota Headquarters at 405 West Main Ave Suite 4A (Page 45)

Regular Agenda

- 1. Swearing in of Officer Matthew Woodley, Officer Tyler Todd and Officer Tucker Dehmlow -- Denis Otterness, Chief of Police
- 2. Converdia Health Staffing Enterprise Grant Application -- Casey Sanders, Economic Development Manager (Pages 46-104)
- 3. Public hearing and first reading of the Zoning Ordinance amendment allowing for campgrounds within the A: Agricultural District -- Aaron Nelson, Planning and Zoning Director (Pages 105-123)

4. Hearing on appeals of special assessments for the following Districts:
 - Dustin Scott, Assistant City Administrator
 - District No. 1315.2 – Westview 3rd Addition Phase 2 (Pages 124-131)
 - District No. 1331 – The Wilds 20th Addition (Pages 132-167)
 - District No. 1332 – Westview 4th Addition (Pages 168-175)
 - District No. 1334 – 9th Avenue NE from 5th Street NE to 7th Street NE (Pages 176-183)
5. Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation
 - Authorize Staff to Procure Control Panels and Equipment -- Dan Hanson, City Engineer (Page 184)
6. 2023 City of West Fargo Budget -- Tina Fisk, City Administrator (Pages 185-242)
7. Office space recommendation
 - Move forward to negotiate a lease -- Tina Fisk, City Administrator (Pages 243-244)
8. Request to explore options in regards to childcare -- Mandy George, Commissioner (Page 245)
9. City Administrator's Report -- Tina Fisk, City Administrator
10. Correspondence
11. Non-Agenda Items
12. Adjourn

The West Fargo City Commission met on Tuesday, September 6, 2022, at 5:30 pm. Those present were Commissioners Bernie Dardis, Brad Olson, Mandy George and Roben Anderson. Commissioner Mark Simmons was absent. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

The Pledge of Allegiance was recited.

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

Commissioner Olson moved and Commissioner George seconded to approve the minutes of August 15, 2022 as distributed. No opposition. Motion carried.

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

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

- a. Bills (Pages 11-21)
- b. 2022 West Fest Request for Public Consumption (Page 22)
- c. Appoint new Floodplain Administrator (Page 23)
 - Appoint Assistant City Engineer Jerry Wallace as the City's new Floodplain Administrator
- d. Project No. 2262 – Concrete Pavement Repair (City Wide) (Pages 24-26)
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond
- e. Project No. 2263 – New Traffic Control System at 9th St and 10th Ave E (Pages 27-29)
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond
- f. Purchase of Rubicon Waste Management Software (Pages 30-56)
- g. Pledging of Securities June 2022 (Pages 57-78)
- h. Games of Chance for District 11 Republicans on October 10, 2022 at West Fargo VFW Post 7564 at 444 Sheyenne St (Page 79)
- i. Games of Chance for Interested Parents of Packatahnas during the month of November 2022 at 1636 Winslow Court (Page 80)
- j. Games of Chance for Red River Regional Marksmanship Center on September 10, 2022 and December 15, 2022 at Red River Regional Marksmanship Center at 640 16th St NE (Pages 81-82)
- k. West Fargo Parks Department Land Management Plans (Pages 83-113)
- l. Recommendation to appoint Commissioner Brad Olson as Committee Chair to the Exploratory Building Committee

No opposition. Motion carried.

Malachi Peterson, Planner appeared before the Commission for approval of proposed public art located on The Lights Parking Garage. Following discussion, Commissioner Olson moved and Commissioner George seconded to have the art committee consider the comments of the Commission and bring it back for review. No opposition. Motion carried.

Denis Otterness, Police Chief appeared before the Commission for approval of the revision to Parking Enforcement Ordinance 1214. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve first reading of the revision to Parking Enforcement Ordinance 1214 as amended. Commissioner George opposed. Motion carried. Commissioner Olson moved and Commissioner Anderson seconded to approve the Passport software, in regarding to ticket processing with City of West Fargo CSOs. Commissioner George opposed. Motion carried

Dan Hanson, City Engineer appeared before the Commission for approval of Improvement District No. 1339 – Stockyards 1st Addition; accept Bid and award Contract to KPH. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve Improvement District No. 1339 – Stockyards 1st Addition; accept Bid and award Contract contingent upon receiving the promissory note. Commissioner George opposed. Motion carried.

Dan Hanson, City Engineer appeared before the Commission for approval of Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation; approve Task Order No. 61-1; Approve Plans and Specs; and Authorize Bid Advertisement. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation; approve Task Order No. 61-1; Approve Plans and Specs; and Authorize Bid Advertisement. No opposition. Motion carried.

Dan Hanson, City Engineer appeared before the Commission for approval of Project No. 2266 – 9th St E Concrete Pavement Repair; accept Bid and Award Contract to Dakota Underground. Following discussion, Commissioner George moved and Commissioner Anderson seconded to approve Project No. 2266 – 9th St E Concrete Pavement Repair; accept Bid and Award Contract to Dakota Underground. No opposition. Motion carried.

In regards to the City Administrator's Report, Tina Fisk, City Administrator appeared before the Commission to discuss the following:

1. Special Assessment Committee will meet tomorrow at 5:30 PM to give the final determination on the Special Assessment Districts
2. Found an IT Director with a start date of September 26, 2022
3. Introduction of Judy Afdahl, new Finance Director at the City of West Fargo

In regards to correspondence, they were passed out to each Commissioner.

In regards to non-agenda items, Police Chief Denis Otterness, gave an update in regards to himself, Assistant Chief Pete Nielsen and Lieutenant Jason Anderson went through the enhanced cardiac screening last week and are working out a few bugs.

Commissioner George moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 6:12 PM.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
09/19/22**

	AS OF 9/14/2022			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	3		\$ 2,281,000.00	13		\$ 24,940,790.00
RESIDENTIAL DWELLING	6	6	\$ 1,940,000.00	130	130	\$ 54,380,530.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE				1	52	\$ 14,000,000.00
PUBLIC				3		\$ 17,867,265.00
CHURCH						
ACCESSORY	4		\$ 33,000.00	166		\$ 4,372,108.00
FOUNDATION ONLY	1		\$ 5,000.00	2		\$ 35,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL				46		\$ 15,561,932.00
RESIDENTIAL	8		\$ 143,210.00	100		\$ 3,601,109.00
PUBLIC				3		\$ 3,490,330.00
CHURCH				0		\$ -
ACCESSORY				2		\$ 65,975.00
<u>BUILDING OTHER</u>						
DEMOLITION				4		\$ 196,500.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION				1		\$ (530,000.00)
TOTALS	22	6	\$ 4,402,210.00	470	182	\$ 138,001,539.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220985	Althoff Homes	3749 Houkom Drive East	Timothy & Lindsay Rude	\$ 680,000.00	Residential Dwelling
221020	Naomi Dell	1053 Wildflower Lane West	Naomi Dell	\$ 30,000.00	Remodel - Residential - Lower Level Finish
221018	Western Products	507 7th Street West	Cody Harmon, ETAL	\$ 55,897.00	Remodel - Residential - Replace Siding
221019	Premium Decks	1212 2nd Street West	Gary & Sharlene Nelson	\$ 5,000.00	Accessory - Deck
221024	Jordahl Custom Homes	5551 Lori Lane West	Jordahl Custom Homes	\$ 220,000.00	Residential Dwelling
220830	Greenworks Landscaping & Fencing	919 Parkway Drive	Tammy Jo Gasal	\$ 10,000.00	Accessory - Deck
220908	Thor Buildings LLC	421 29th Court NW	Rooted 6 LLC	\$ 796,000.00	Commercial - Post Frame Building
221029	Morton Buildings, Inc.	302 12th Street NW	Restad Industrial Park LLC	\$ 985,000.00	Commercial - Storage Building
221032	Groundworks MN LLC	231 7th Avenue East	Allen & Janelle Hogenson	\$ 5,951.00	Remodel - Residential - wall anchors
221033	Groundworks MN LLC	1232 Cimarron Boulevard	David & Sarah Arntson	\$ 29,262.00	Remodel - Residential - push piers
221023	M & H Construction	2686 Rivers Bend Drive East	Plecity Kowalski Construction	\$ 5,000.00	Foundation - Future Accessory Building
221031	Shyla Thompson	1720 Huntington Drive	Shyla Thompson	\$ 1,000.00	Remodel - Residential - Lower Level Finish
221030	Jordahl Custom Homes	6179 Martin Lane West	Westport Investments LLC	\$ 220,000.00	Residential Dwelling
221039	Jordahl Custom Homes	5814 Ellis Drive West	Westport Investments LLC	\$ 290,000.00	Residential Dwelling
221040	Jordahl Custom Homes	5555 Lori Lane West	Jordahl Custom Homes	\$ 240,000.00	Residential Dwelling
221046	Matt Benson	577 South Sedona Drive	Matt Benson	\$ 8,000.00	Accessory - Shed
221037	Smart Building Construction	1029 Highland Lane West	Smart Building Construction LLC	\$ 290,000.00	Residential Dwelling
221059	Christopher Kupfer	1304 28th Avenue West	Christopher & Luren Kupfer	\$ 10,000.00	Remodel - Residential - Lower Level Finish
221057	Bill Vistad	3410 7th Street East	Bill & Lynda Vistad	\$ 10,000.00	Accessory - Deck
220963	Hedrick Home Improvements	467 38th Avenue West	Rebecca & Jonathan Kremer	\$ 5,100.00	Remodel - Residential - add wall
221063	SJS Carpentry	3489 Shadow Wood Lane East	John & Shauna Fellman	\$ 6,000.00	Remodel - Residential - Lower Level Finish

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220921	Hammers Construction	1307 County Rd 17 N	Industrial Builders	\$ 500,000.00	Commercial - build new maintenance building

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104054	S	556 GRAINGER, INC.	671.66	08/31/22		CL 105654	671.66
104055	S	450 SCHEELS	4283.93	08/31/22		CL 105653	4283.93
104056	S	688 MOTOROLA SOLUTIONS, INC	5445.00	09/01/22		CL 105682	5445.00
104057	S	3639 3X GEAR LLC	1666.00	09/07/22		CL 105710	1666.00
104058	S	3279 ACCELERATED GREEN WORKS INC	1287.00	09/07/22		CL 105428	1287.00
104059	S	289 ACME TOOLS	2627.35	09/07/22		CL 105469	385.95
						CL 105486	1099.92
						CL 105521	65.33
						CL 105544	103.33
						CL 105604	133.85
						CL 105649	398.00
						CL 105683	269.99
						CL 105798	170.98
104060	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	3021.72	09/07/22		CL 105548	3021.72
104061	S	779 AGASSIZ SEED COMPANY	447.25	09/07/22		CL 105564	447.25
104062	S	2544 AIRGAS USA, LLC	1511.25	09/07/22		CL 105597	1511.25
104063	S	3869 ALISHA REIS	22.96	09/07/22		CL 105562	22.96
104064	S	2947 ALLSTATE PETERBILT OF FARGO	820.16	09/07/22		CL 105572	500.00
						CL 105642	118.76
						CL 105690	201.40
104065	S	4103 ALTERATIONS BY L	140.00	09/07/22		CL 105662	140.00
104066	S	999999 AMANDA MANN	300.00	09/07/22		CL 105667	300.00
104067	S	3490 AMAZON CAPITAL SERVICES	238.73	09/07/22		CL 105463	59.83
						CL 105489	63.93
						CL 105519	30.94
						CL 105561	3.04
						CL 105569	80.99
104068	S	2775 AMCS GROUP, INC.	1851.46	09/07/22		CL 105598	1851.46
104069	S	865 AMERICAN ENTERPRISES, INC.	21000.00	09/07/22		CL 105754	21000.00
104070	S	317 AMERICAN WELDING & GAS, INC.	363.51	09/07/22		CL 105570	363.51

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104071	S	4085 ANTHONY HARE	304.00	09/07/22			
104072	S	2931 AUTO VALUE PARTS STORES	1470.03	09/07/22		CL 105679	304.00
						CL 105607	1310.44
						CL 105644	6.52
						CL 105694	27.63
						CL 105722	125.44
104073	S	671 B & H PHOTO-VIDEO	1134.82	09/07/22			
104074	S	1695 BAKER & TAYLOR	2812.76	09/07/22		CL 105493	1134.82
104075	S	37 BARNES & NOBLE	181.25	09/07/22		CL 105586	2812.76
104076	S	3828 BEAVER CREEK ARCHAEOLOGY	5000.00	09/07/22		CL 105560	181.25
104077	S	3273 BERNIE DARDIS	77.25	09/07/22		CL 105794	5000.00
104078	S	1127 BIERSCHBACH EQUIPMENT & SUPPLY	2568.01	09/07/22		CL 105446	77.25
104079	S	4043 BIG DOG AUTOGLASS	393.75	09/07/22		CL 105600	2568.01
104080	S	26 BORDER STATES INDUSTRIES INC	3799.83	09/07/22		CL 105459	393.75
						CL 105467	99.83
						CL 105680	3700.00
104081	S	3512 BOUND TREE MEDICAL, LLC	334.34	09/07/22		CL 105717	334.34
104082	S	999999 BRADY SPRAGUE	300.00	09/07/22		CL 105734	300.00
104083	S	73 BRAUN INTERTEC	5940.00	09/07/22			
						CL 105612	1106.00
						CL 105716	3677.00
						CL 105790	1157.00
104084	S	652 BRENCO CORPORATION	376.00	09/07/22		CL 105526	122.50
						CL 105641	253.50
104085	S	4522 BRETT COFFIELD	225.00	09/07/22		CL 105751	225.00
104086	S	3905 BURIAN & ASSOCIATES LLC	6276.25	09/07/22		CL 105659	6276.25
104087	S	351 BUSINESS ESSENTIALS	2421.92	09/07/22			
						CL 105436	139.31
						CL 105474	238.41
						CL 105495	1076.69
						CL 105550	451.79
						CL 105706	440.72
						CL 105736	75.00
104088	S	39 BUTLER MACHINERY	2669.09	09/07/22		CL 105527	1374.31
						CL 105636	216.24
						CL 105697	1078.54

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104089	S	1403 CAPITAL ONE TRADE CREDIT	210.93	09/07/22			
104090	S	61 CASS COUNTY FINANCE	31573.23	09/07/22		CL 105614	210.93
						CL 105507	1445.00
						CL 105559	15744.30
						CL 105627	14383.93
104091	S	3687 CASS COUNTY WEED CONTROL	433.28	09/07/22			
104092	S	46 CASS RURAL WATER USERS	32.78	09/07/22		CL 105687	433.28
104093	S	4108 CED	4791.18	09/07/22		CL 105628	32.78
						CL 105528	4335.18
						CL 105589	456.00
104094	S	1074 CENTER UPHOLSTERY & CANVAS REPAIR	425.13	09/07/22		CL 105648	425.13
104095	S	2875 CENTRAL LANDSCAPE SUPPLY INC	2737.00	09/07/22			
						CL 105449	196.00
						CL 105477	2541.00
104096	S	3492 CHEMISTRY LAB	794.40	09/07/22		CL 105475	794.40
104097	S	4521 CHOICE MARKETING INC	509.95	09/07/22		CL 105708	509.95
104098	S	928 CHRISTIANSON'S BUSINESS FURNITURE	15087.08	09/07/22		CL 105580	15087.08
104099	S	4088 CHRISTOPHER CUSEY	69.00	09/07/22		CL 105675	69.00
104100	S	3216 CINTAS	420.03	09/07/22		CL 105549	140.01
						CL 105638	280.02
104101	S	111 CITY OF FARGO	68557.87	09/07/22		CL 105476	21685.27
						CL 105481	1060.00
						CL 105513	397.50
						CL 105543	22927.56
						CL 105595	22104.04
						CL 105718	383.50
104102	S	999999 CITY OF WEST FARGO	73.00	09/07/22		CL 105652	73.00
104103	S	72 CLASSIC FLORAL	121.99	09/07/22		CL 105473	61.99
						CL 105629	60.00
104104	S	3877 CLIA LABORATORY PROGRAM	180.00	09/07/22		CL 105737	180.00
104105	S	1904 CODE 4 SERVICES, INC	944.08	09/07/22		CL 105506	242.48
						CL 105711	701.60
104106	S	3866 COLBY KRABBENHOFT	69.00	09/07/22		CL 105673	69.00

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104107	S	133 COLE PAPER	1135.50	09/07/22		CL 105479	953.74
						CL 105535	181.76
104108	S	3245 CORE & MAIN	47139.38	09/07/22		CL 105470	836.82
						CL 105545	44987.56
						CL 105707	1315.00
104109	S	4242 COVERTRACK GROUP INC	600.00	09/07/22		CL 105713	600.00
104110	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	142.38	09/07/22		CL 105630	142.38
104111	S	4059 DAKOTA FENCE - ACCT REC	172.96	09/07/22		CL 105538	172.96
104112	S	4199 DAKOTA FENCE COMPANY	172.96	09/07/22		CL 105657	172.96
104113	S	1675 DAKOTA FLUID POWER, INC	324.48	09/07/22		CL 105450	322.00
						CL 105637	2.48
104114	S	79 DAKOTA HOSE & EQUIP	464.67	09/07/22		CL 105565	345.37
						CL 105685	97.38
						CL 105719	21.92
104115	S	624 DAKOTA SUPPLY GROUP	344.11	09/07/22		CL 105574	344.11
104116	S	87 DAKOTA TIRE	42.23	09/07/22		CL 105720	42.23
104117	S	90 DAKOTA UNDERGROUND	2073318.26	09/07/22		CL 105546	1510641.82
						CL 105547	562676.44
104118	S	4519 DANIEL BEHRNS	69.00	09/07/22		CL 105674	69.00
104119	S	856 DAVE'S WEST FARGO TIRE	1422.44	09/07/22		CL 105508	181.85
						CL 105730	196.34
						CL 105784	942.84
						CL 105786	101.41
104120	S	999999 DAVID LARSON	38.90	09/07/22		CL 105422	38.90
104121	S	3525 DELL SPRECHER	109.24	09/07/22		CL 105721	109.24
104122	S	77 DEMCO INC	616.17	09/07/22		CL 105585	616.17
104123	S	3767 DENIS OTTERNESS	697.20	09/07/22		CL 105715	697.20
104124	S	999999 DENNIS NEWELL	300.00	09/07/22		CL 105739	300.00
104125	S	2225 DTN, LLC	843.40	09/07/22		CL 105567	843.40

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104126	S	2100 EAGLE RUN CROSSING LLC	123.47	09/07/22			
104127	S	4049 EAPC ARCHITECTS ENGINEERS	4050.00	09/07/22		CL 105726	123.47
104128	S	1502 EIDE BAILLY	481.50	09/07/22		CL 105744	4050.00
104129	S	2862 ESSENTIA HEALTH	3144.00	09/07/22		CL 105732	376.50
						CL 105738	105.00
						CL 105442	675.00
						CL 105509	136.00
						CL 105743	2333.00
104130	S	3344 FACTORY MOTOR PARTS	205.20	09/07/22		CL 105456	205.20
104131	S	1979 FARGO MHD WEST FARGO CHAMBER OF COMMERCE	1600.00	09/07/22		CL 105735	1600.00
104132	S	1648 FARSTAD OIL, INC	274.00	09/07/22		CL 105578	274.00
104133	S	2387 FERGUSON ENTERPRISES #3093	26.79	09/07/22		CL 105465	26.79
104134	S	3792 FERGUSON ENTERPRISES LLC 1657	26.79	09/07/22		CL 105566	26.79
104135	S	4523 FIRE-DEX GW, LLC	1573.00	09/07/22		CL 105782	1573.00
104136	S	3347 FIRST INTERNATIONAL INSURANCE	284.00	09/07/22		CL 105533	284.00
104137	S	104 FORUM COMMUNICATIONS	2750.00	09/07/22		CL 105799	2750.00
104138	S	4030 FPN GAMING	1775.00	09/07/22		CL 105727	1775.00
104139	S	139 FRS WORKS	33.20	09/07/22		CL 105499	33.20
104140	S	155 GALLS, LLC	4032.20	09/07/22		CL 105514	1507.57
						CL 105702	1654.40
						CL 105745	556.84
						CL 105772	313.39
104141	S	156 GENERAL EQUIP & SUPPLIES	2791.76	09/07/22		CL 105759	191.76
						CL 105791	2600.00
104142	S	2558 GOODYEAR COMMERCIAL TIRE	1050.55	09/07/22		CL 105573	1050.55
104143	S	3534 GRAND FORKS FIRE EQUIPMENT LLC	522.75	09/07/22		CL 105747	522.75
104144	S	939 GRAYBAR	8999.28	09/07/22		CL 105472	8999.28
104145	S	3535 GREAT PLAINS FIRE	2647.12	09/07/22		CL 105748	2647.12

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104146	S	2877 GREATAMERICA FINANCIAL SERVICES	442.89	09/07/22			
104147	S	135 HAWKINS WTR TREATMENT	18000.44	09/07/22		CL 105583	442.89
104148	S	2820 HIGH POINT NETWORKS	50.00	09/07/22		CL 105530	11614.48
104149	S	3593 HOLIDAY COMPANIES	290.00	09/07/22		CL 105596	6385.96
104150	S	358 HUBERT OYE-SONS CONST.	3118.50	09/07/22		CL 105461	50.00
104151	S	687 INFORMATION TECHNOLOGY DEPT	2017.65	09/07/22		CL 105701	290.00
104152	S	2500 INLAND TRUCK PARTS & SERVICE	2122.59	09/07/22		CL 105541	2178.00
104153	S	1660 INT'L CONFERENCE OF POLICE CHAPLAINS	250.00	09/07/22		CL 105558	940.50
104154	S	211 INTERSTATE BATTERIES	487.25	09/07/22		CL 105749	2017.65
104155	S	1012 INTERSTATE POWER SYSTEMS, INC	380.05	09/07/22		CL 105522	39.92
104156	S	4462 ION HOLDINGS LLC	165.00	09/07/22		CL 105599	2082.67
104157	S	233 J & L SPORTS	523.83	09/07/22		CL 105494	250.00
104158	S	999999 JARED HANSON	300.00	09/07/22		CL 105632	293.30
104159	S	999999 JASON KAUFMAN	300.00	09/07/22		CL 105755	193.95
104160	S	2750 JIM'S TOWING INC	195.00	09/07/22		CL 105757	380.05
104161	S	3526 JOHN NEEB	70.00	09/07/22		CL 105758	165.00
104162	S	1522 JOHNSONS PEST CONTROL	250.00	09/07/22		CL 105483	100.50
104163	S	3647 K-9 DEFENSE LLC	1500.00	09/07/22		CL 105712	423.33
104164	S	999999 KAREN STENSGARD	300.00	09/07/22		CL 105668	300.00
104165	S	344 KARL'S AT THE NODAK CENTER	1008.46	09/07/22		CL 105740	300.00
104166	S	999999 KRISTY SAWYER	300.00	09/07/22		CL 105451	195.00
						CL 105760	70.00
						CL 105457	125.00
						CL 105484	125.00
						CL 105709	1500.00
						CL 105666	300.00
						CL 105725	1008.46
						CL 105663	300.00

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104167	S	277 LARSONS WELDING/MACHINE	131.68	09/07/22			
104168	S	705 LAWSON PRODUCTS	572.27	09/07/22		CL 105752	131.68
						CL 105452	532.27
						CL 105693	40.00
104169	S	999999 LEAH ANDERSON	190.00	09/07/22		CL 105669	190.00
104170	S	999999 LEE NIELAND	150.00	09/07/22		CL 105664	150.00
104171	S	4264 LEVI DUDDEN	69.00	09/07/22		CL 105671	69.00
104172	S	3109 LIBRARY IDEAS, INC	539.40	09/07/22		CL 105584	539.40
104173	S	711 LUTHER FAMILY FORD	170.31	09/07/22		CL 105635	170.31
104174	S	3502 M&T FIRE AND SAFETY	81.99	09/07/22		CL 105761	81.99
104175	S	4418 MAC TOOLS	13.49	09/07/22		CL 105525	13.49
104176	S	3304 MAC'S - FARGO	432.59	09/07/22		CL 105520	110.95
						CL 105555	121.80
						CL 105603	21.12
						CL 105634	7.35
						CL 105684	159.95
						CL 105692	11.42
104177	S	999999 MARISSA WIRTH	190.00	09/07/22		CL 105665	190.00
104178	S	318 MARSHALL & SWIFT/BOECKH, LLC	664.20	09/07/22		CL 105437	664.20
104179	S	4483 MATT BERG	277.33	09/07/22		CL 105746	277.33
104180	S	308 MATTHEW BENDER & CO., INC	28.08	09/07/22		CL 105698	28.08
104181	S	299 MENARDS	1798.39	09/07/22		CL 105445	553.82
						CL 105468	175.66
						CL 105512	13.94
						CL 105516	56.91
						CL 105536	623.92
						CL 105591	55.97
						CL 105660	204.98
						CL 105681	39.65
						CL 105762	73.54
104182	S	4420 MEYER GROUP ARCHITECTURE	6500.00	09/07/22		CL 105602	6500.00
104183	S	2766 MIDCONTINENT COMMUNICATIONS	676.38	09/07/22		CL 105655	370.54
						CL 105704	305.84

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104184	S	102 MIDSTATES WIRELESS	2929.00	09/07/22		CL 105763	2929.00
104185	S	772 MINNKOTA	41.81	09/07/22		CL 105705	41.81
104186	S	305 MOORE ENGINEERING INC	153478.41	09/07/22		CL 105797	2693.95
						CL 105811	150784.46
104187	S	1958 MOTION PICTURE LICENSING CORP	225.67	09/07/22		CL 105554	225.67
104188	S	688 MOTOROLA SOLUTIONS, INC	16345.80	09/07/22		CL 105779	16345.80
104189	S	298 MVTL LABORATORIES	970.88	09/07/22		CL 105517	319.28
						CL 105568	651.60
104190	S	728 NAPA CENTRAL	427.95	09/07/22		CL 105606	427.95
104191	S	2882 NARDINI FIRE EQUIPMENT	198.00	09/07/22		CL 105764	198.00
104192	S	1031 NASETH CONSTRUCTION	122413.68	09/07/22		CL 105626	122413.68
104193	S	695 NASRO	345.00	09/07/22		CL 105714	345.00
104194	S	4520 NATHANAEL PRATT	69.00	09/07/22		CL 105676	69.00
104195	S	3531 NDBOA	385.00	09/07/22		CL 105661	385.00
104196	S	3689 NDFPA	525.00	09/07/22		CL 105765	525.00
104197	S	4497 NDSU PLANT DIAGNOSTIC LAB	40.00	09/07/22		CL 105588	40.00
104198	S	756 NELCO FIRST AID	108.84	09/07/22		CL 105458	108.84
104199	S	364 NELSON INTERNATIONAL	206.52	09/07/22		CL 105524	206.52
104200	S	271 NETCENTER TECHNOLOGIES	205.00	09/07/22		CL 105511	205.00
104201	S	328 NORTHERN ENGINE & SUPPL	208.54	09/07/22		CL 105640	208.54
104202	S	1715 NORTHWEST TIRE INC	214.38	09/07/22		CL 105454	19.26
						CL 105593	33.22
						CL 105639	161.90
104203	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1246.60	09/07/22		CL 105605	603.12
						CL 105647	151.16
						CL 105691	31.98
						CL 105724	368.53
						CL 105768	91.81

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104204	S	3505 OFFICE SIGN COMPANY	203.07	09/07/22			
104205	S	352 OK TIRE STORE - COM CTR	745.17	09/07/22		CL 105443	203.07
104206	S	399 OLYMPIC SALES	5056.19	09/07/22		CL 105552	745.17
104207	S	276 OSTROMS ACE HARDWARE	767.33	09/07/22		CL 105700	5056.19
104208	S	3508 PAUL MONTPLAISIR	69.00	09/07/22		CL 105650	759.33
104209	S	903 PETE NIELSEN	287.00	09/07/22		CL 105656	8.00
104210	S	563 PETRO SERVE USA	3810.20	09/07/22		CL 105677	69.00
104211	S	4034 PETRO SERVE USA #63	4295.08	09/07/22		CL 105501	287.00
104212	S	1310 PETTYS CONSULTING, LLC	255.00	09/07/22		CL 105728	3810.20
104213	S	360 PIONEER RIM/WHEEL	744.89	09/07/22		CL 105729	3606.75
104214	S	384 PITNEY BOWES GLOBAL FINANCIAL SERVICES L	797.64	09/07/22		CL 105756	688.33
104215	S	1483 PITNEY BOWES RESERVE ACCOUNT	1000.00	09/07/22		CL 105788	255.00
104216	S	764 POLYGRAPH SERVICES - ROLLIE RUST	800.00	09/07/22		CL 105645	503.37
104217	S	3391 PPI CONSULTING LLC	1900.00	09/07/22		CL 105695	241.52
104218	S	916 PRAIRIE SUPPLY INC	479.20	09/07/22		CL 105785	398.82
104219	S	3276 PREMIUM WATERS INC	107.48	09/07/22		CL 105793	398.82
104220	S	1166 PRODUCTIVITY PLUS ACCOUNT	125.64	09/07/22		CL 105582	1000.00
104221	S	4348 R L ENGBRETSON ARCHITECTS FARGO LLC	2842.50	09/07/22		CL 105504	800.00
104222	S	2982 RDO EQUIPMENT CO	784.06	09/07/22		CL 105696	1900.00
104223	S	3204 RECORD KEEPERS	104.00	09/07/22		CL 105594	479.20
						CL 105556	107.48
						CL 105523	125.64
						CL 105658	2842.50
						CL 105551	63.96
						CL 105618	553.26
						CL 105643	166.84
						CL 105510	24.50
						CL 105771	27.50
						CL 105781	52.00

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104224	S	1766 RED RIVER CHILDREN'S ADVOCACY CENTER	4000.00	09/07/22		CL 105531	4000.00
104225	S	1016 RED WING BUSINESS ADVANTAGE	633.22	09/07/22		CL 105447	633.22
104226	S	4412 ROBERT MUELLER	225.00	09/07/22		CL 105750	225.00
104227	S	4064 ROYAL TIRE INC	379.75	09/07/22		CL 105448	379.75
104228	S	999999 RYAN JORGENSEN	329.99	09/07/22		CL 105412	329.99
104229	S	4518 SAA: SEVENTH AVE AUTO	550.00	09/07/22		CL 105633	550.00
104230	S	1881 SAM'S CLUB/SYNCHRONY BANK	591.70	09/07/22		CL 105778	591.70
104231	S	800 SANDERS	1727.50	09/07/22		CL 105542	1727.50
104232	S	437 SANDY'S DONUTS & COFFEE SHOP	83.80	09/07/22		CL 105502	83.80
104233	S	140 SANFORD AMBULANCE	28.50	09/07/22		CL 105774	28.50
104234	S	454 SANITATION PRODUCTS	1365.06	09/07/22		CL 105576	1112.90
						CL 105723	252.16
104235	S	2271 SCOTT RUDOLPH	154.98	09/07/22		CL 105540	154.98
104236	S	2899 SD LOCAL TRANSPORTATION ASSISTANCE PROGR	250.00	09/07/22		CL 105485	250.00
104237	S	639 SECRETARY OF STATE	36.00	09/07/22		CL 105783	36.00
104238	S	3330 SHAWN HANSON	69.00	09/07/22		CL 105672	69.00
104239	S	459 SHERWIN WILLIAMS	310.66	09/07/22		CL 105466	42.17
						CL 105563	268.49
104240	S	3994 SHEYENNE GARDENS	267.00	09/07/22		CL 105471	187.00
						CL 105770	80.00
104241	S	2885 SHORTPRINTER	320.66	09/07/22		CL 105497	320.66
104242	S	3642 SIGN PRO	380.00	09/07/22		CL 105453	380.00
104243	S	91 SIGN SOLUTIONS USA	3705.75	09/07/22		CL 105601	3705.75
104244	S	2655 SIMPLIFILE	210.00	09/07/22		CL 105796	210.00
104245	S	4042 SIR SPEEDY	22.78	09/07/22		CL 105421	22.78

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104246	S	3528 SNACKS PLUS VENDING	139.85	09/07/22		CL 105480	139.85
104247	S	4517 SNOWFIRE STUDIO	1000.00	09/07/22		CL 105581	1000.00
104248	S	440 SRF CONSULTING GROUP, INC	3592.57	09/07/22		CL 105462	3592.57
104249	S	3516 STEIN'S INC	224.16	09/07/22		CL 105775	224.16
104250	S	38 STRATA CORPORATION	19120.66	09/07/22		CL 105529	2027.50
						CL 105539	2291.62
						CL 105587	6171.61
						CL 105792	8629.93
104251	S	3252 SUBSURFACE SOLUTIONS	3272.30	09/07/22		CL 105534	3272.30
104252	S	176 SUMMIT FIRE PROTECTION	5456.88	09/07/22		CL 105537	456.88
						CL 105651	5000.00
104253	S	3360 SUNSET LAW ENFORCEMENT	14751.80	09/07/22		CL 105500	14751.80
104254	S	733 SWANSTON EQUIPMENT CORP.	2396.67	09/07/22		CL 105575	1628.32
						CL 105624	699.74
						CL 105689	68.61
104255	S	634 SWEENEY CONTROLS COMPANY	160.80	09/07/22		CL 105688	160.80
104256	S	2895 TACTICAL SOLUTIONS	1138.00	09/07/22		CL 105505	1138.00
104257	S	890 TCC MATERIALS	201.00	09/07/22		CL 105515	201.00
104258	S	1907 THE SHOOTING PARK OF HORACE	400.00	09/07/22		CL 105498	400.00
104259	S	3411 THE UPS STORE #6740	37.30	09/07/22		CL 105631	37.30
104260	S	812 TIM RUNCORN	234.00	09/07/22		CL 105703	234.00
104261	S	999999 TIM TERRAS	190.00	09/07/22		CL 105670	190.00
104262	S	3733 TIMECLOCK PLUS	600.00	09/07/22		CL 105444	600.00
104263	S	1285 TRAFFIC CONTROL CORPORATION	460.00	09/07/22		CL 105460	460.00
104264	S	3524 TRAVIS OLSON	70.00	09/07/22		CL 105769	70.00
104265	S	3787 TUCKER BUCHOLZ	680.71	09/07/22		CL 105678	680.71
104266	S	2136 ULINE INC	595.98	09/07/22		CL 105571	503.51
						CL 105776	92.47

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104267	S	3833 VALLEY GREEN	11282.50	09/07/22			
						CL 105482	11282.50
104268	S	3668 VERIZON WIRELESS	251.42	09/07/22			
						CL 105496	251.42
104269	S	544 WALLWORK TRUCK CENTER	319.39	09/07/22			
						CL 105455	41.95
						CL 105646	46.07
						CL 105767	231.37
104270	S	999999 WAYNE DAUWEN	49.50	09/07/22			
						CL 105741	49.50
104271	S	2184 WEST SIDE STEEL	340.28	09/07/22			
						CL 105518	208.18
						CL 105577	132.10
104272	S	4129 WESTERN NATIONAL MUTUAL INS CO	50.00	09/07/22			
						CL 105731	50.00
104273	S	569 WF ANIMAL HOSPITAL	2960.62	09/07/22			
						CL 105503	2191.17
						CL 105777	769.45
104274	S	999999 WILLIAM KITZMAN	324.05	09/07/22			
						CL 105742	324.05
104275	S	338 XCEL ENERGY	17102.86	09/07/22			
						CL 105464	88.68
						CL 105795	1667.60
						CL 105800	68.82
						CL 105801	26.62
						CL 105802	17.71
						CL 105803	94.15
						CL 105804	229.82
						CL 105805	94.45
						CL 105806	49.67
						CL 105807	103.97
						CL 105808	14593.61
						CL 105809	50.67
						CL 105810	17.09
104276	S	999999 YAO YU	300.00	09/07/22			
						CL 105426	300.00
104277	S	274 STEVE MOTTINGER	5000.00	09/07/22			
						CL 105812	5000.00
104278	S	2259 MAINSTAY SUITES	345.60	09/08/22			
						CL 105813	345.60
104279	S	3549 WEX	2741.37	09/08/22			
						CL 105815	2741.37
104280	S	2499 FM CONVENTION & VISITORS BUREAU	27260.16	09/12/22			
						CL 105817	27260.16
104281	S	2499 FM CONVENTION & VISITORS BUREAU	13630.07	09/12/22			
						CL 105816	13630.07
104282	S	2766 MIDCONTINENT COMMUNICATIONS	1785.42	09/12/22			
						CL 105821	1785.42

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104283	S	51 CASS COUNTY ELECTRIC COOP	283.42	09/12/22			
104284	S	2435 VISA POLICE #1	6523.94	09/14/22		CL 105853	283.42
104285	S	3233 VISA POLICE #2	37.65	09/14/22		CL 105857	6523.94
104286	S	3234 VISA POLICE #3	2337.17	09/14/22		CL 105858	37.65
104287	S	4300 VISA POLICE #5	1219.99	09/14/22		CL 105859	2337.17
104288	S	4301 VISA POLICE #6	2324.01	09/14/22		CL 105861	1219.99
104289	S	2423 VISA PUBLIC WORKS #1	1068.36	09/14/22		CL 105862	2324.01
104290	S	4256 VISA PUBLIC WORKS #2	7218.93	09/14/22		CL 105860	1068.36
						CL 105856	7218.93
Total for Claim Checks			2918792.14				
Count for Claim Checks			237				

* denotes missing check number(s)

of Checks: 237 Total: 2918792.14



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and

Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and

Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 19, 2022

Subject: Encroachment Agreement at 3060 Claire Dr E

Action: Approve Encroachment Agreement

New Information and Recommendation:

A resident is seeking an encroachment agreement in order to expand his concrete driveway at 3060 Claire Dr E into the 15' water main easement which exists on the southeastern side of this property. The proposed driveway expansion will connect the applicant's new accessory structure located in his rear yard to the street and the concrete will encroach all the way to the property line that he shares with his neighbor (site plan attached). The applicant is also planning on extending his driveway access on the curb. For the driveway access on the curb the applicant will need a civil site permit from the Engineering Department and for the encroachment of concrete to his neighbor's property line he will need a letter from his neighbor to the city giving him permission to pour concrete that close to the property line. In order to expand the driveway into the water main easement he will need an encroachment agreement hence his application and his payment of \$500 to the Engineering Department.

The applicant is aware of and willing to take responsibility of the repair of his driveway should the City of West Fargo need to cut a hole into it in order to access the water main for maintenance purposes. Neither the Engineering Department, the Planning and Zoning Department, nor the Public Works Department have any major concerns with this plan of action so long as the home owner signs an encroachment agreement with the City.

This proposed agreement represents the ability for the applicant to pave within a City easement. Site plan review and the typical permit approval process will still be required.

The following documents are attached for review/consideration:

- Encroachment Application
- Encroachment Agreement

Staff Recommendation: Accept Encroachment Application and Approve Encroachment Agreement.

Previously Presented Information and Commission Actions

Encroachment Application Instructions

Basis for Fee

The encroachment application fee is meant to recover administrative costs for time spent by City of West Fargo staff developing and processing encroachment agreements. This fee covers the average costs associated with the review of the application and the preparation of the agreement, not any original costs associated with the encroachment itself. As such, the fee is not refundable regardless of whether or not the request is approved.

Any legal fees incurred by the City of West Fargo for processing this request beyond \$500 will also be the sole responsibility of the applicant to provide to the City of West Fargo.

Process and Instructions for Completing Encroachment Application Form

1. No excavation on City of West Fargo's rights of way shall occur until:

- Plans have been approved by City of West Fargo staff;
- An encroachment agreement has been signed by the applicant and the City of West Fargo; and
- The encroachment agreement has been recorded.

Before completing the Encroachment Application Form and paying the fee, call to see whether your encroachment has potential to be accepted.

2. If you apply for an encroachment after discussing it with City of West Fargo staff, complete the Encroachment Application Form with the appropriate documents.

The \$500 fee can also be submitted with a credit card via the form. Alternatively, applicants may send a \$500 check made out to City of West Fargo.

City of West Fargo
Encroachment Request
800 Fourth Ave. E., Suite 100
West Fargo, ND 58078

If legal fees to process the form exceed \$500, the City of West Fargo will provide an invoice for the additional cost.

All fees must be paid before the request is approved.

Completion of the Encroachment Application Form and payment of fees does not guarantee approval of an encroachment request. Call Dustin Scott at (701) 433-5425 with any questions about the Encroachment Application Form or the required documentation.

3. The City of West Fargo requires approximately 30 days to process an encroachment application. If approved, a fully executed Encroachment Agreement must be in place and recorded before any encroachment to the existing right of way. All access rights granted to third parties on City of West Fargo-owned land or easements shall contain relocation, indemnity, and damage provisions in favor of the City of West Fargo along with other conditions deemed necessary by the City of West Fargo. The City of West Fargo will reserve the right to request that the encroachment be removed at the owner's sole expense at any time upon a thirty (30) day notice. The landowner accepts full responsibility for any and all future damage(s) to their property in the event the City of West Fargo must access the interceptor and/or associated right of way to perform routine or emergency maintenance.

Contact Person: *

Michael Monson

Organization Name: *

Property Owner

Address: *

Street Address

3060 Claire Dr E

Address Line 2

City

West Fargo

Postal / Zip Code

58078

State / Province / Region

ND

Country

USA

Phone Number: *

7017814386

Fax Number:**E-mail Address: ***

michaelm@olaf-anderson.com

Description of Encroachment and Associated Project: *

Partially paving over 15' watermain easement

Location: *

East property line

Beginning Date of Encroachment *

8/8/2022

End Date of Encroachment**Is the encroachment permanent? ***

☒ Yes ☐ No

Briefly Describe Any Work Needed

Maintenance Hole Adjustments:**Site Regradings:****Surface Improvements:**

4" concrete paving

Other:**Are Proposed Facilities Buried? ***

☐ Yes ☒ No

Please Attach:

- One full-size set of drawings and one set of half-size drawings
- Legal description and/or other documents describing the area to be encroached upon

Upload one full-size set of drawings

Monson Shed - A1.0 (7-27-22).pdf

148.8KB

Monson Shed - SP1 (7-27-22).pdf

143.81KB

Upload one set of half-size drawings**Upload legal description and/or other documents****Payment Information:**

The \$500 fee can also be submitted with a credit card via the form. Alternatively, applicants may send a \$500 check made out to City of West Fargo. If legal fees to process the form exceed \$500, the City of West Fargo will provide an invoice for the additional cost. All fees must be paid before the request is approved.

Payment Option:

☐ Online Payment ☒ Check

Signature ***Date:**

7/29/2022

Billing Address

Street Address

3060 Claire Dr E

Address Line 2

City

West Fargo

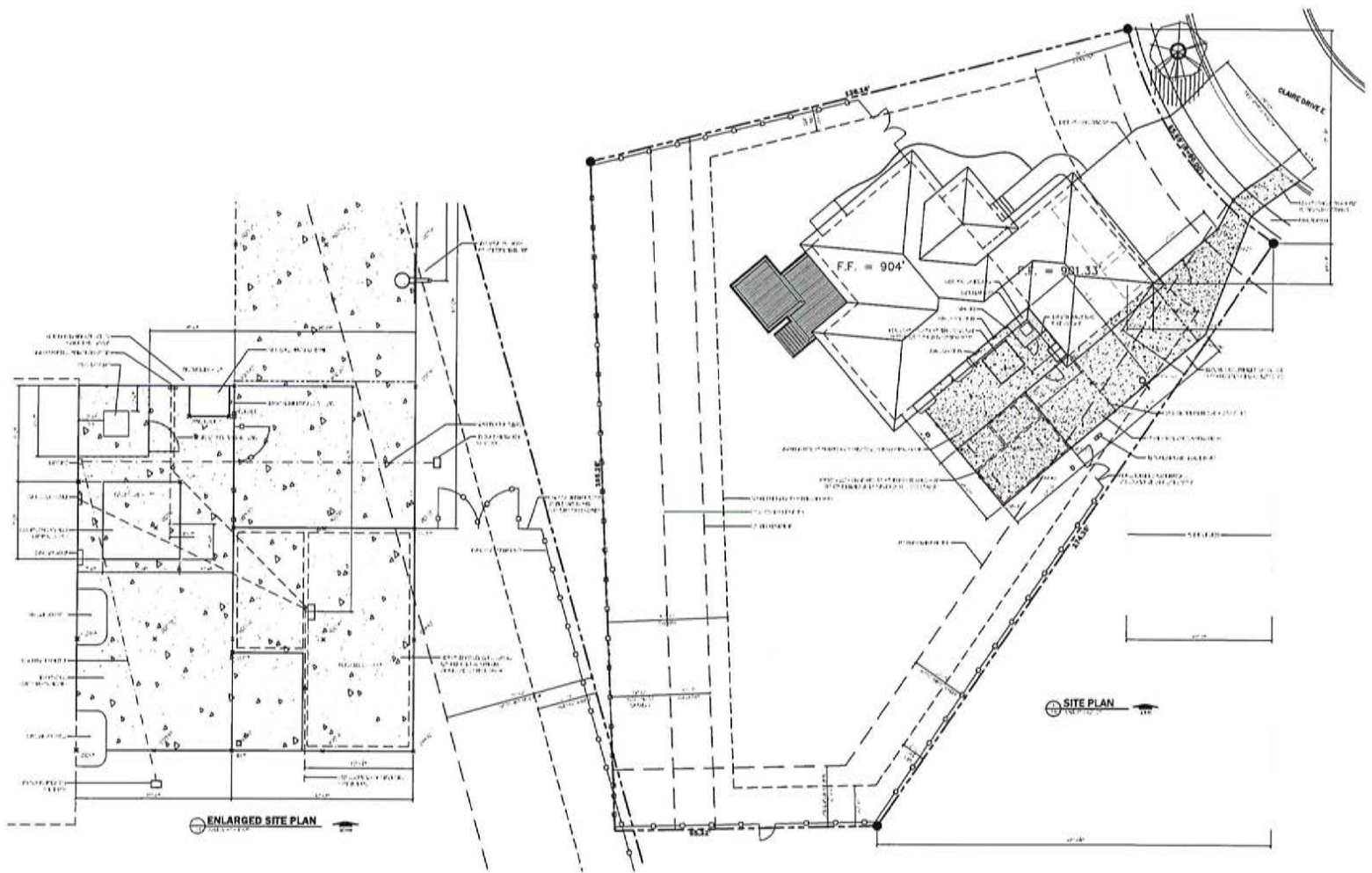
Postal / Zip Code

58078

State / Province / Region

ND

Country



ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2022 (the “Effective Date”), by and between Michael S. Monson and Abbey J. Monson (the “Owner”), whose address is 3060 Claire Drive E, West Fargo, North Dakota 58078, and the City of West Fargo, North Dakota, a North Dakota political subdivision (the “City”), whose address is 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078.

RECITALS

- A. Owner is the legal and equitable owner of Lot 24, Block 1 in Maple Ridge at the Preserve Second Addition to the City of West Fargo, North Dakota, with a street address of 3060 Claire Dr. E, West Fargo, and a Parcel ID number of 02-4476-00240-000 (the “Property”).
- B. The City is the legal and equitable owner of a water main easement located within the Property, which is shown on a plat recorded with the Cass County Recorder as Document No. 1353340 (the “Recorded Easement”) and legally described as follows:

The East 15.00 feet of Lot 24, Block 1, Maple Ridge at the Preserve Second Addition to the City of West Fargo, Cass County, North Dakota, as described in the Recorded Easement

(hereinafter, the “City Easement Area”).

- C. Owner desires to develop its Property and pave the surface above a portion of the City Easement Area, for parking or other similar use (the “Paved Area”).
- D. The City is willing to allow Owner to pave the surface above a portion of the City Easement Area for parking or similar purposes pursuant to the terms and conditions of this Agreement.
- E. The City approves of Owner’s proposed encroachment into the City Easement Area.
- F. The City Commission has approved the proposed encroachment.

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

1. City Easement Area. Owner is hereby granted permission to use the City Easement Area under the following conditions:

- a. In the event the City requires access to the City Easement Area for utility repairs or maintenance, it shall have the right to disturb the Paved Area. The City will attempt to provide thirty (30) days' notice to the Owner prior to any utility work in the Paved Area unless the work required is an emergency. In the event of emergency access for repairs, the City will provide notice to the Owner as soon as it is reasonably able to provide it following the emergency access.
 - b. If the City disturbs and/or excavates any part of the Paved Area for utility repairs or maintenance, the City's Public Works Department will fill and compact the area, but the Owner will be responsible for the final repairs to the pavement surface.
2. Use of City Easement Area. Owner is granted non-exclusive use of the City Easement Area for surface pavement purposes. This grant of use may be revoked by the City at any time upon notice to Owner.
3. Maintenance. Owner is solely responsible for any and all maintenance and maintenance costs associated with the paved surfaces on their Property and over any City Easement Area for the term of this Agreement.
4. Removal of Surface Pavement and Personal Property. Owner agrees and acknowledges that the City has the authority to order removal of surface pavement and/or any personal property from the City Easement Area at any time and for any reason. In the event that the City ever orders the surface pavement and/or personal property removed, it will provide Owner with a thirty (30) day notice to remove the surface pavement and/or personal property from the City Easement Area. If Owner fails to remove the surface pavement and/or personal property within the required time period, the City will have the right to remove the surface pavement and/or personal property without further notice, and Owner will be responsible for any and all costs associated with the removal.
5. Term. The term of this Agreement will commence on the Effective Date and continue for thirty (30) years. This Agreement will automatically renew for successive five (5) year terms unless otherwise terminated by either party. The City may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to Owner.
6. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

OWNER: Owner of Record
 3060 Claire Dr. E
 West Fargo, ND 58078

CITY: City of West Fargo
 Attn: City Auditor
 800 4th Ave. E, Suite 1
 West Fargo, ND 58078

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

7. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing, signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
8. Waiver. Owner agrees to waive all claims against the City for any injuries, damages, losses or claims, whether known and unknown, which arise during or in any way result from Owner's use of the City Easement Area, regardless of whether or not caused in whole or part by the negligence or other fault of the City. I release and forever discharge the City from all such claims. Owner specifically agrees and acknowledges that this provision will survive termination of this Agreement.
9. Indemnification. In addition to holding the City harmless from any and all claims arising out of or in any way related to the use of the City Easement Area, Owner agrees to indemnify and defend the City from any and all actions brought against the City relating to or arising out of Owner's, its agents, assignees or designees' use of or maintenance of the City Easement Area. Said indemnification shall include, *inter alia*, attorney fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of its gross negligence or intentional acts, or those of its employees, agents or designees. Owner specifically agrees and acknowledges that this indemnification provision will survive the termination of this Agreement.
10. Execution in Counterparts. This Agreement may be executed in counterparts with both City and Owner having a fully executed counterpart.
11. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
12. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.
13. North Dakota Law Applies. This Agreement will be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement must be brought in an appropriate venue in the State of North Dakota.

14. Recording. This Agreement may be recorded with the Cass County Recorder's office. The City will pay for any cost associated with recording this Agreement.

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

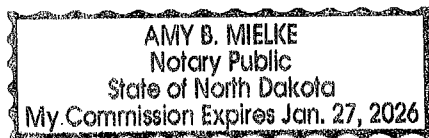
OWNER:

By: 
Michael S. Monson

By: 
Abbey J. Monson

[illegible]

The foregoing instrument was acknowledged before me this 31 day of August, 2022,
by Michael S. Monson and Abbey J. Monson.



Amy B. Mielke
Notary Public

CITY:

CITY OF WEST FARGO, NORTH
DAKOTA

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

By: _____
Tina Fisk
City Auditor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by Bernie L. Dardis and Tina Fisk, the President of the Board of City Commissioners and City Auditor,
respectively, of the City of West Fargo, on behalf of the City of West Fargo.

(SEAL)

Notary Public



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

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 19, 2022

Subject: Project 2266 – 9th Street E Concrete Pavement Repair

Action: Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond.

New Information and Recommendation:

During their regular meeting held on September 6, 2022 the City Commission reviewed bids and awarded contract to Dakota Underground. The contract documents were prepared and delivered to the City Attorney's office for review. After review, the attached Resolution was prepared for the City Commission's review and approval.

The following documents are attached for review/consideration:

- Notice to Proceed
- Resolution Approving Contract and Contractor's Bond

Staff Recommendation: Authorize Notice to Proceed AND Adopt Resolution Approving Contract and Contractor's Bond.

Policy Analysis:

As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually using local funds. This project will leverage one time funding to preserve a major arterial, lowering the cost to the city. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets.

Financial Analysis:

The Engineer's Report shows a total estimated cost of \$615,000 with an estimated cost of \$228,000 to the city. The remainder of the funds will be paid from one-time federal funds administered by the NDDOT. The CIP had a budget of \$575,000 with \$188,000 coming from city funds.

Previously Presented Information and Commission Actions:

July 18, 2022-

- **Staff Recommendation:** Create Project 2266 and Direct Engineer to prepare report; Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Simmons moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Approve Plans and Specification and Authorize Ad for Bid
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried

September 6, 2022-

- **Staff Recommendation:** Accept bid and award contract to Dakota Underground
- **Commission Action:** Commissioner George moved and Commissioner Anderson seconded. Commissioner Simmons was absent and not voting. No opposition, motion carried.

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	
Contractor:	Dakota Underground	Contractor's Project No.:	
Engineer:	City of West Fargo	Engineer's Project No.:	2266
Project:	2266- Concrete Pavement Repair	Contract Name:	9 th Street E – Concrete Pavement Repair
		Effective Date of Contract:	September 6, 2022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on September 6, 2022.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is November 19, 2022.

Before starting any Work at the Site, Contractor must comply with the following:

- Note any access limitations, security procedures, or other restrictions
- Submit any required Storm Water Permits or Plans.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Date Issued: _____

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
PROJECT NO. 2266 – 9th Street East Concrete Pavement Repair

BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the general contract heretofore entered into by and between the City of West Fargo and Dakota Underground is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Dakota Underground heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-02-06.2 of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: September 19, 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.

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: September 13, 2022
3. AGENDA TITLE:
Maple Ridge at the Preserve 8th Addition, a retracement plat of Lots 7 & 8, Block 1 of Maple Ridge at the Preserve 4th Addition (3060 and 3100 Sheyenne River Way), City of West Fargo, North Dakota.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Applicant has submitted a request to replat two lots under common ownership into one for the development of a single-family home. At their September 13th meeting, the Planning & Zoning Commission recommended approval of the retracement plat.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Located at 3060 and 3100 Sheyenne River Way (Lots 7 & 8, Block 1 of Maple Ridge at the Preserve 4th Addition), City of West Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approval of the Replat as recommended.

STAFF REPORT

A22-15 RETRACEMENT PLAT	
Maple Ridge at the Preserve 8 th Addition	
Lots 7 and 8, Block 1, of Maple Ridge at the Preserve 4 th Addition (3060 and 3100 Sheyenne River Way), City of West Fargo, Cass County, North Dakota	
Applicant: Jordan Weir Owner: Brooke Ingstad Weir	Staff Contact: Malachi Petersen
Planning & Zoning Commission Public Hearing:	09-13-2022
City Commission Final Plat Approval:	09-19-2022

PURPOSE:

Replat to combine two lots under common ownership in order to build a single-family home.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core Retrofit Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	PUD: Planned Unit Development
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	76,072 ft ²
Total area size:	1.75 acres
Adjacent Zoning Districts:	North, South, and West – PUD: Planned Unit Development; East – R-1A: Single Family Dwellings
Adjacent street(s):	Sheyenne River Way (Local); 32 nd Ave E (Arterial)
Adjacent Bike/Pedestrian Facilities:	Multi-Use Path along 32 nd Ave E
Available Parks/Trail Facilities:	Maple Ridge Park within ½ mile.
Park Dedication Requirements:	The area is developed.

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application to replat two existing lots under common ownership into one singular lot in order to build a single-family home.
- The proposed single-family home will be located outside of the 100ft Sheyenne Riverbank Setback / Building Control Line as required by City Ordinance.
- No new easements will need to be dedicated for this replat.

NOTICES:

Sent to: Hearing notice in the official newspaper and applicable agencies and departments

Comments Received:

- The West Fargo Engineering Department submitted comments regarding minor edits that are needed for the final plat. All edits have since been made by the applicant.

STAFF REPORT

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

- N/A

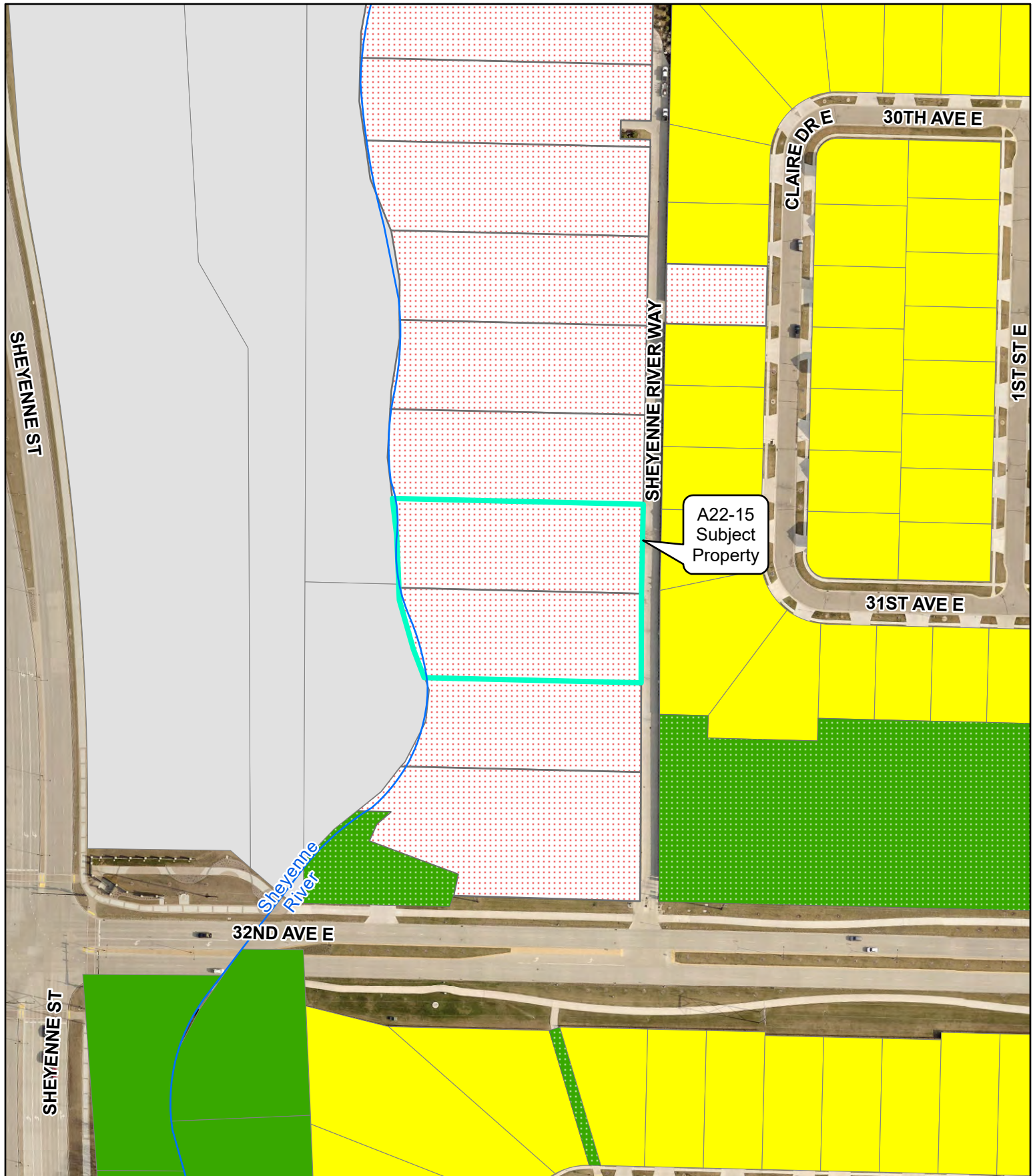
PLANNING AND ZONING RECOMMENDATION:

The West Fargo Planning and Zoning Commission voted to recommend approval of the proposed replat at their September 13, 2022 meeting.

RECOMMENDATIONS:

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





West Fargo Zoning

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

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential

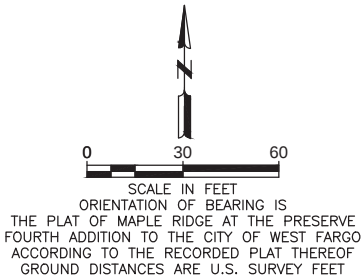
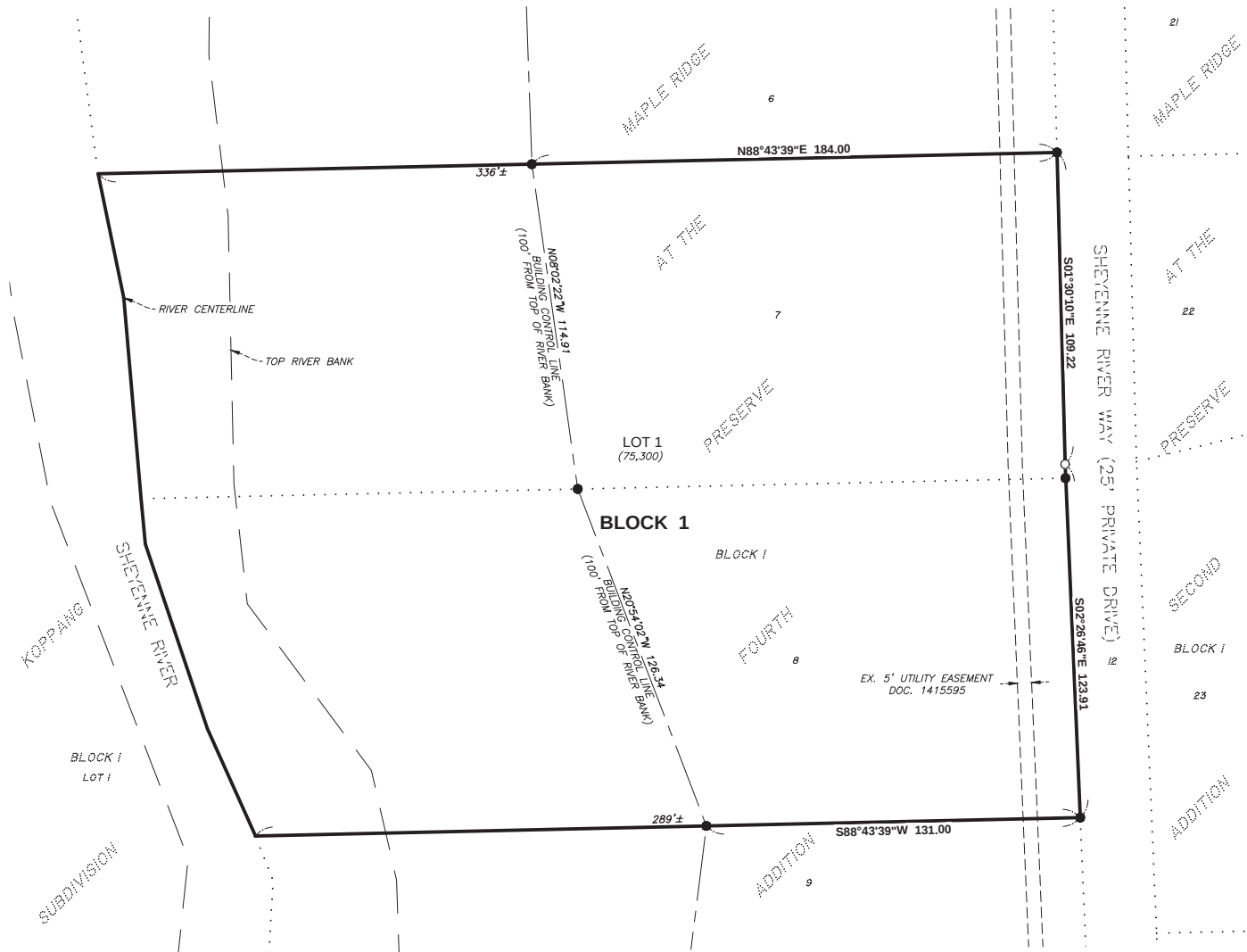


Plot Date & Time: 30 August 2022 3:41 PM

S:\SURVEY\01_P\Projects\2022\522-589 Weir Property Replat - West Fargo\Drawings\522-589 Maple Ridge at the Preserve 8th Addition - Plat.dwg

MAPLE RIDGE AT THE PRESERVE EIGHTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 7 AND 8, BLOCK 1, MAPLE RIDGE AT THE PRESERVE FOURTH ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND	
	SET MONUMENT 5/8" REBAR W/CAP LS-27292
	FOUND MONUMENT
	PLAT LOT AREAS
	PLAT OVERALL BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	BUILDING CONTROL LINE

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

SURVEYOR'S CERTIFICATE

Joshua J. Nelson, being duly sworn, deposes and says that he is the Professional Land Surveyor who prepared and made the attached plat of "MAPLE RIDGE AT THE PRESERVE EIGHTH ADDITION" to the City of West Fargo, a replat of Lots 7 and 8, Block 1 of Maple Ridge at the Preserve Fourth Addition to the City of West Fargo, Cass County, North Dakota; that said plat is a true and correct representation of the boundary survey; that all distances are correctly shown on said plat; that monuments have been placed in the ground as indicated for the guidance of future surveys and that said addition is described as follows, to wit:

All of Lots 7 and 8, Block 1 of Maple Ridge at the Preserve Fourth Addition to the City of West Fargo, according to the recorded plat thereof on file and of record in the office of the recorder, Cass County, North Dakota.

Said tract contains 1.73 acres, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record, if any.

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

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared, Joshua J. Nelson, Professional Land Surveyor, 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: _____

OWNER'S DEDICATION

We, the undersigned, do hereby certify that we are the owners of the land described in the plat of "MAPLE RIDGE AT THE PRESERVE EIGHTH ADDITION" to the City of West Fargo, a replat of Lots 7 and 8, Block 1 of Maple Ridge at the Preserve Fourth Addition to the City of West Fargo, Cass County, North Dakota; that we have caused it to be platted into lots and blocks as shown by said plat and certificate of Joshua J. Nelson, Professional Land Surveyor, and that the description as shown in the certificate of the Professional Land Surveyor is correct.

Owner: Brooke Ingstad Weir

Brooke Ingstad Weir

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Brooke Ingstad Weir, known to me to be the person 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)
) SS
County of Cass)

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 Planning Commission Chair.

Notary Public: _____

WEST FARGO CITY ENGINEER APPROVAL

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

Dan Hanson
City Engineer

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20____, before me, a notary public in and for said county and state, personally appeared Dan Hanson, 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)
) SS
County of Cass)

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

Attest: Tina Fisk
City Auditor

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20____, before me, a notary public in and for said county and state, personally appeared Bernie 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: _____

RESOLUTION

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

WHEREAS, the City Commission of the City of West Fargo, North Dakota, has heretofore platted Maple Ridge at the Preserve Fourth Addition to the City of West Fargo, North Dakota; and

WHEREAS, a copy of said resolution duly certified to by the City Auditor of the City of West Fargo, North Dakota, was recorded on the 29th day of April, 2014, at 11:01 a.m. as Document No. 1415594 in the office of the County Recorder in and for Cass County, North Dakota; and

WHEREAS, the replat of Lots 7 and 8, Block 1, Maple Ridge at the Preserve Fourth Addition (as replatted to be known as the Plat of Maple Ridge at the Preserve Eighth Addition) to the City of West Fargo, North Dakota, has been submitted to the City Commission of the City of West Fargo, North Dakota, for approval of the same and acceptance of the dedications contained therein; and

WHEREAS, the City Commission of the City of West Fargo, North Dakota, has determined that the dedications contained in said replat shall be accepted; and

WHEREAS, the City Commission of the City of West Fargo, North Dakota, has determined that said replat shall be approved.

NOW THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of West Fargo, North Dakota, that the dedications contained in the replat of Lots 7 and 8, Block 1, Maple Ridge at the Preserve Fourth Addition as replatted to be known as the Plat of Maple Ridge at the Preserve Eighth Addition to the City of West Fargo, North Dakota, be accepted, that said replat be approved, and the President of the Board of City Commissioners and the City Auditor of the City of West Fargo, North Dakota, are directed to execute any and all necessary instruments to effectuate the same.

CERTIFICATE

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

I, Tina Fisk, the duly appointed, qualified and acting City Auditor of the City of West Fargo, North Dakota, do hereby certify that attached hereto is a true and correct portion of the minutes of the meeting of the City Commission of the City of West Fargo, North Dakota, held on the 19th day of September, 2022, which reflects the approval by the City Commission of the City of West Fargo, North Dakota, of the replat of Lots 7 and 8, Block 1, Maple Ridge at the Preserve Fourth Addition (as replatted to be known as the Plat of Maple Ridge at the Preserve Eighth Addition) to the City of West Fargo, North Dakota. A description of the exterior boundary line of said property so replatted reads as follows, to-wit:

All of Lots 7 and 8, Block 1, of Maple Ridge at the Preserve Fourth Addition to the City of West Fargo, according to the recorded plat thereof on file and of record in the office of the Recorder, County of Cass, State of North Dakota.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 2022.

Tina Fisk, City Auditor

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

On this ____ day of _____, 2022, before me, a Notary Public, in and for Cass County, in the State of North Dakota, personally appeared Tina Fisk, the City Auditor of the City of West Fargo, North Dakota, a municipal corporation under the laws of the State of North Dakota, and acknowledged to me that she executed the foregoing instrument.

Notary Public, Cass County, ND

Bernie L. Dardis
President of the Board of City Commissioners

ATTEST:

Tina Fisk
City Auditor



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

Dave's Angels

Dates of Activity

October 22, 2022

If raffle, provide drawing date

October 22, 2022

Organization or Group Contact Person

Kai Feland

Title or Position

Telephone Number

701-412-3419

Business Address

1013 16th St N

City

Moorhead

State

MN

ZIP Code

56560

Mailing Address (if different)

City

State

ZIP Code

Site Name (where gaming will be conducted)

West Fargo Speedway

Site Address

680 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 50/50		
Add Row	Delete Row	

Total (limit \$40,000 per year)

Intended Uses of Gaming Proceeds

proceeds go to a Cancer patient

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	Kai Feland	Title	Administration	Telephone Number	201-412-3419	E-mail Address	Kai.feland@hotmail.com
Signature of Organization or Group's Top Official				Title	Fundraiser Lead	Date	09/12/2022

\$1000 CASH



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 Dakota Southeast Chapter of Pheasants Forever, Inc.	Dates of Activity 10/1/2022 - 12/31/2023	If raffle, provide drawing date 1st Tues. of Month in '23	
Organization or Group Contact Person Lukas Croaker	Title or Position Secretary	Telephone Number 701-282-3249	
Business Address 444 Sheyenne Street, Suite 102	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Sheyenne Plaza - VFW			
Site Address 444 Sheyenne Street	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
Calendar Raffle	Coupons & Gift Cards	\$7,200
Total (limit \$40,000 per year)		\$ 7,200

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: \$15,000.00 (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 Tim Richard	Title President	Telephone Number 701-232-8957	E-mail Address trichard@serklandlaw.com
Signature of Organization or Group's Top Official 		Title President	Date 9-12-22



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 The American Legion Department of ND	Dates of Activity	If raffle, provide drawing date 02/17/2023	
Organization or Group Contact Person Ronald Matthews	Title or Position Adjutant	Telephone Number 701-293-3120	
Business Address 405 West Main Ave Suite 4A	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) PO Box 5057	City West Fargo	State ND	ZIP Code 58078
Site Name (where gaming will be conducted) The American Legion Department of North Dakota Headquarters			
Site Address 405 West Main Ave Suite 4A	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/Sweepstakes	1st Place - \$2000	\$2000
Raffle/Sweepstakes	2nd Place - \$1000	\$1000
Raffle/Sweepstakes	3rd and 4th Place - \$200 Each	\$200 x 2 = \$400
Raffle/Sweepstakes	5th - 10th Place - \$100 Each	\$100 x 6 = \$600
Total (limit \$40,000 per year)		\$4000

Intended Uses of Gaming Proceeds Support the 4 pillars of the American Legion, assisting veterans and other programs
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: 4000 (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 Ronald Matthews	Title Adjutant	Telephone Number 701-293-3120	E-mail Address adjutant@ndlegion.org
Signature of Organization or Group's Top Official 		Title Adjutant	Date 9-12-2022



To: West Fargo City Commission
From: Casey Sanders-Berglund, Economic Development Manager
Date: September 19, 2022
Subject: Enterprise Grant application for Converdia Health Staffing
Action: Approval of Converdia Health Staffing Enterprise Grant

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant City Administrator

Summary and Recommendation:

Economic Development Advisory Committee voted to recommend the approval of Converdia Health Staffing's enterprise grant application at \$75,000.00.

Converdia Health Staffing provides healthcare staffing to healthcare facilities in need. The business is located at 301 Sheyenne St. and will bring 20 + jobs to the downtown West Fargo area. Currently half of the building is utilized and furnished for team members and with this enterprise grant it will assist in fitting up the other half of the building.

Policy Analysis:

Converdia Health Staffing aims to bring in 20+ employees at approximately 1,500,000 in salaries and benefits. The improvements to the property will elevate the overall property from currently half being storage to a modern office space that is welcoming and aims to provide a unique health staffing recruiting service that currently serves 18-19 states. Converdia fits the zoning requirements under Downtown Mixed Use. Current ownership supports other placemaking and community revitalization efforts.

Financial Analysis:

The project meets all of the eligibility requirements and qualifying expenses are estimated at \$300,000. The grant may not exceed \$75,000 or 50% of the qualifying expenses.

See attached for business plan, application, and construction plans



Enterprise Grant Application

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Brian Rahman

Address: 301 Sheyenne St. West Fargo, ND 58078

Phone: 1-701-478-3463 Fax: _____

E-Mail: brian@converdiahealth.com

Applicant Name: Converdia Health Staffing
(Name of person/entity to RECEIVE grant)

Property Owner: Brian + Jessica Rahman

Property Address: 301 Sheyenne St.

Architect/Firm: Olaf Anderson - Ward Briggs, Architect
Construction Co. (If applicable) 1-701-237-3605

DESCRIPTION OF PROPERTY

Current tenant(s): ☒ Commercial Converdia Health Staffing

Building History (If available): Old Payroll Express

* We provide healthcare staffing to healthcare facilities in need from nurses, Allied Staff to physician services (recruitment, ER coverage + temporary physician coverage)

Total Qualifying Expenses \$ 300,000 Total Loan from City \$ _____

Potential Grant Portion of Loan \$ 75,000

Is the renovation part of a larger project? ☐ Yes ☒ No, the renovation is the only work I am doing.

If yes, please describe comprehensive Project: _____

Revised February 2019

Purchase of Bldg. - \$570,000 (closing: 9-1-22)
- Ramsey National Bank
Equipment - \$60,302⁵⁴ 6

Initial: _____



Enterprise Grant Application

Summary of Existing Condition: (Please attach Pictures – Attachment 1)

Well built building. Storage space will be converted to new open concept for adding new stuff. (20 more employees)

Summary of Proposed Scope of Work: (Materials, color schemes, etc.) Please attach colorized drawings that include pre- and post- rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)

See attached drawings.

Estimated completion date: September, 2022

City Vision: How will proposed project help city reach the vision downtown as described in the West Fargo 2.0 Comprehensive plan and downtown framework study?

Will add more jobs with new building. (20+)
New "upbeat" building space.
Improved and updated building

How will your project complement downtown redevelopment efforts? What is the nature of the business? What are the growth plans if any over the next 5 years?

The project will improve current infrastructure with updated improvements. We are a healthcare staffing company which provides short-term/long-term and direct placement of employees in 13 different states. We provide nurses, allied staff and physician services. (Physician recruitment, locum tenens and emergency room coverage) we provide travel nurses and per diem coverage.

Employment: What is the anticipated employment and total compensation including benefits?

The plan is to hire 20 additional employees within the next 1-2 years. The total salary & benefits will be \$1,500,000. (includes benefits) This will be primarily Recruiters and back office support.

List any other incentives received by the city or state (program not eligible with the PILOT program).

None

Business plan including:

- A. History of business - *Emerging* Named *Smart Bus* of the year - 2021
- B. Marketing analysis and strategy *by F-MWF chamber*
- C. Description of products and process *See attachment*
- D. Financial projections *\$12 million - 2022; \$20 million 2023*
- E. Three years of financial projections and pro-forma financial statements
- F. Business organization documents
- G. Articles of incorporation and by-laws or partnership agreement
- H. Certification of good standing from State of North Dakota
- I. Information on a lead lender if applicable - *Ramsay National Bank*



Enterprise Grant Application

4-21-2022
Converdia Health Staff
301 Sheyenne St.
West Fargo, ND
58078
1-701-478-346

Attn: Brian Rahn

Program Purpose and Benefits

The City of West Fargo (city) targeted development program provides the use of public funds to leverage private investment for interior and exterior improvements to commercial properties located within the city. The program applies to all commercial property that is located within the targeted redevelopment area downtown. Targeted redevelopment area is defined as a property located in the downtown overlay district (see map attached). The program is intended to encourage property owners and business tenants of properties to undergo projects which are transformational with respect to use (which must be consistent with the vision of the West Fargo 2.0 comprehensive plan) or lifespan of the building not just maintenance of the property (This is not a building maintenance contract).

Program Goals

- Beautify the area by improving exterior building facades
- Enhance commercial growth
- Encourage redevelopment and reinvestment
- Increase community pride in the adjacent neighborhoods
- Add significant physical improvements to the aesthetics of the property
- Create unique and distinct places
- Coordinate implementation efforts
- Attract businesses that compliment revitalization of an area through employment, unique offerings, and complementary businesses to the West Fargo 2.0 Comprehensive Vision.

* will be hiring an additional 15 new employees.
(total: 25) ++

Project Eligibility

The program is offered through and administered by the City of West Fargo Economic Development office. Interested parties may apply for a grant not to exceed \$75,000. To qualify for the entire \$75,000 the applicant must have at least \$150,000.00 of qualifying expenses that are approved by the West Fargo Economic Development Advisory Committee (EDAC) and City Commission. Projects will be considered on a prorated basis, the grant is eligible for up to 50% of the qualified expenses. Additional Renaissance Zone incentives may be applicable if other capital/structural improvements are made to the property. Eligibility requirements include: ✓

- Payment of all taxes and/or assessments must be current
- Property must be zoned commercial and operate as such Yes
- Applicant must make a financial commitment to the project Yes
- Projects must be transformational in appearance, use, or lifespan of the building. Yes
- Improvements must comply with all City zoning and building code requirements and Sheyenne St/Main Ave recommendations.



Enterprise Grant Application

Eligible Improvements

As a part of the grant application, applicants shall provide professionally rendered drawings and estimates from licensed contractors or vendors of work and equipment required for the project. The EDAC will review bids and drawings and send an expense eligibility recommendation to the city commission for final consideration. Only expenses relating to capital improvements to buildings and essential equipment will be considered.

The following lists contains costs **NOT** eligible for assistance

- Building permits and fees
- Title reports and fees
- Extermination of insects, rodents or other pests
- Private sidewalk replacement or repair
- Acquisition of land or buildings
- Refinancing of existing debt
- Building security systems
- General repair/maintenance work not contributing to the overall interior or exterior impact of the building
- Improvements not listed as eligible or ineligible are subject to review by the city, EDAC and city commission.
- Operating capital

Remodel: To allow for additional space to increase for hiring additional employees.

Funding

The city's assistance may not exceed 50% of the total project costs up to a maximum of \$150,000 for each qualifying project, whichever is less. Payments will be made at the completion of a project validated by invoices from licensed contractors and vendors. If a recipient remains in business (as described in the Business Incentive agreement) and within good standing with the City for at least 5 years from the date of opening the balance will be written off up to a maximum of \$75,000. If an approved project defaults on the Business Incentive Agreement the recipient will be required to repay the entire grant or a prorated amount at the City Commission's discretion. Projects with a total cost of less than \$10,000 will not be considered.

Process

Interested applicants shall submit an application to the economic development office. City staff will review the project to ensure program compliance. If the project complies, it will be sent to a subcommittee (financial review committee) of the EDAC which make a recommendation to the full EDAC for review. The applicant is encouraged to attend the full EDAC meeting where the project will be reviewed and considered. City staff will notify applicant as to the progress, time and date of the EDAC meeting. If the project is approved by the EDAC, it will be sent to the city commission for consideration of the final approval. An applicant must have final approval from the city commission to start incurring eligible expenses. Any expenses incurred before final approval will



Enterprise Grant Application

not be considered eligible. If denied at any level, city staff will notify the applicant as to the reasoning and give the applicant the opportunity to amend their application for reconsideration and further review.

Application items to be included are as follows:

- a) Completed application form
- b) Property address and/or complete legal description
- c) Proof of ownership/draft lease.
- d) Site plan with elevations
- e) Photos, drawings, site plans
- f) Bids and cost estimates
- g) Landscaping plan, signage plan

ADDITIONAL INFORMATION AND EXHIBITS TO APPLICATION

Business plan Including:

- A. History of business
- B. Marketing analysis and strategy
- C. Description of products and process
- D. Financial projections
- E. Three years of financial projections and pro-forma financial statements
- F. Business organization documents
- G. Articles of incorporation and by-laws or partnership agreement
- H. Certification of good standing from State of North Dakota

ALL SECTIONS REQUIRED IN PAGES 7-10 MUST BE COMPLETED OR SEPRATE ATTACHMENTS COVERING REQUIRED SECTIONS MUST BE INCLUDED WITH A COMPLETED APPLICATION. THE EDAC AND CITY COMMISSION RESERVE THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION AT ANY TIME DURING THE APPLICATION PROCESS THAT MAY BE PERTINANT TO THE APPLICATION BUT NOT COVERED BY THIS FORM.



Enterprise Grant Application

Project Award

Following the review and approval by the city commission, the applicant may obtain any required building permits. The applicant should not start any improvements or demolition unless written authorization is given by the City's Economic Development Department. Any work performed or materials purchased prior to final approval by the city commission will NOT be eligible for the grant.

Construction must be completed within 10 months or as otherwise approved by the city commission. Modifications to the approved final plans which produce visible differences or if a different occupant other than the approved application and design will require review and approval of city staff. Failure to do so will invalidate the project and result in the project being terminated and NOT eligible for grant assistance.

Once construction is complete, the applicant will notify the City's Economic Development Department and schedule a final walk-through. Discrepancies between the approved plan and actual construction will be noted in writing and a time frame for correction will be determined.

Grant assistance is limited to two projects per fiscal year for each parcel and a maximum of two projects in any multi-tenant building. Applications cannot be submitted for properties or multi-tenant units which received grant assistance within two years. Funding allocations by the city for any given fiscal year and will be funded on a first applied, first approved basis, until funds are depleted or City Commission changes process. The city, in its sole and exclusive discretion, reserves the right to cancel the program at any time, prior to grant approval, without notice, if sufficient funds for the program are not available.

Payment

In the event of a default payments are due 30 Days after official notice from the city. If a payment is more than 30 days late applicant will be charged 3% of the amount of payment or \$800 whichever is less for each 30 days late.

Applicant will be considered in default if upon review of the commission any of the following events occur:

- **Insolvency or bankruptcy:** The death, dissolution or insolvency of appointment of a receiver by or on behalf of the business or applicant; application of any debtor relief law, the assignment of the benefit of creditors by or on behalf of; the voluntary or involuntary termination of existence by; or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization compensation or debtor relief law by or against applicant or any co-signer, endorser, surety or guarantor of this note or any other obligations applicant may have.
- **Business Termination:** Applicant merges, dissolves, reorganizes, and terminates business existence or a partner or majority owner dies or is declared legally incompetent.



Enterprise Grant Application

- **New Organization:** Without city's written consent, applicant reorganizes, merges into or consolidates with an entity; acquires all or substantially all of the assets of another business; materially changes the legal structure, management, ownership, or financial condition; or affects or enters into a domestication, conversion or interest exchange.
 - **Failure to Perform:** Applicant fails to perform any condition or to keep any promise or covenant of this agreement.
 - **Other Agreements:** -Applicant is in default on any other debt or agreement with city.
 - **Misrepresentation:** Applicant makes any verbal or written statement(s) or provides any financial information that is untrue or inaccurate, or conceals a material fact at the time it is made or provided.
 - **Judgment:** Applicant fails to satisfy or appeal any judgment against city.
 - **Forfeiture:** The property is used in a manner or for purpose that threatens confiscation by a legal authority.
 - **Name Change:** Applicant changes name or assumes an additional name without notifying city before making such a change.
 - **Property Value:** City determines in good faith that the value of applicant's property has declined, is impaired, or in a gross state of disrepair.
 - **Material Change:** Without first notifying city, there is a material change in applicant's business, including ownership, management and financial conditions.
 - **Due on Sale or Encumbrance:** City may, at its option, declare the entire balance of this note to be immediately due and payable upon the creation of or contract for the creation of, any lien, encumbrance, or transfer of sale of, all or any part of the property. If applicant is in default under this agreement, applicant may not sell the inventory portion of the property even in the ordinary course of business.
- Should the business be sold, the incentive may be assumed by the buyer, provided they meet all of the requirements and agree to terms of the Note.
- * Upon review by the city commission, at the commission's discretion an applicant may be given up to 60 days to become compliant with the terms of the agreement.

Waivers and Consent: To the extent not prohibited by law, applicant waives protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

Release of funds

Execution of this application and supporting documentation (Pages1-) you are indicating that you are personally responsible and liable for the terms of the Grant and applicant understands the terms to be binding of both parties. The conditions of the Grant are subject to the West Fargo Enterprise Grant specifications and the application packet you have provided and have been approved by the City.

Grant funding will be awarded upon a post completion basis only. Applicants must provide verification of all project costs including copies of all paid invoices before funds can be disbursed.

Applicant Signature:
Signature of Applicant:

A handwritten signature in black ink, appearing to read "Brian Decker", written over a horizontal line.

Date: 4-21-22

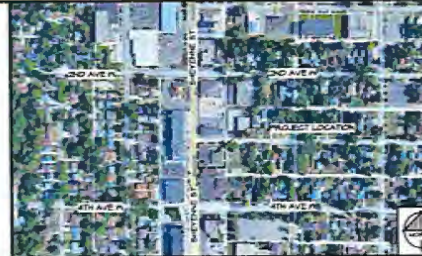
Final - Plans out for bids
7/11/22



3D VIEW FOR REPRESENTATIONAL PURPOSES ONLY. ALL DETAILS SPECIFIED IN PRECEDING DRAWINGS TO OVERRIDE THIS VIEW.

PROJECT STATISTICS

OWNER: CONVERDIA HEALTH	DATE: 07/01/2022
OCCUPANCY GROUP: B - BUSINESS	TYPE: VSB
CONSTRUCTION TYPE: BUILDING SPAN/SLAB SYSTEM	NO
ALLOWABLE AREA: 4,000 SF	
BASE ALLOWABLE AREA: SEE CODE PLAN	
TOTAL AREA SHOWN: SEE CODE PLAN	
OCCUPANT LOAD ENHANCEMENT: SEE CODE PLAN	



SHEET INDEX

TI	TITLE SHEET
ARCHITECTURAL	CODE PLAN
AD-1	DEMOGRAPHIC DATA
AD-2	FLOOR PLANS
AD-3	3D VIEW
AD-4	SCHEDULES
AD-5	REFLECTED CEILING PLANS
AD-6	TYPICAL DETAILS

SHEET REVISIONS

SHEET #	CURRENT REV	DATE	CURRENT REV #
AD-1			
AD-2			
AD-3			
AD-4			
AD-5			

AD-1	AD-2	AD-3	AD-4	AD-5
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AD-1	AD-2	AD-3	AD-4	AD-5
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CONVERDIA HEALTH

WEST FARGO, ND 58078

OLAF ANDERSON GENERAL CONSTRUCTION NOTES

- ALL NOTES BELOW ARE TO BE STANDARDS FOR THE PROJECT UNLESS NOTED OTHERWISE ON INDIVIDUAL SHEETS.
- IN THE CASE OF A CONFLICT BETWEEN OLAF ANDERSON GENERAL CONSTRUCTION NOTES, THE SHEET ARCHITECT IS TO REVEAL THE CONFLICT & DETERMINE THE CORRECT COURSE OF ACTION.
- ALL NOTES RELATE TO NEW CONSTRUCTION. EXISTING CONDITIONS ARE PROVIDED AS IS AND DO NOT RELATE.

GENERAL

- ALL INTERIOR WALLS ARE TO BE FRAMED UP TO UNDERSIDE OF ROOF OR FLOOR ABOVE.
- SPECIFIC NOTES & DETAILS ARE TO TAKE PRECEDENCE OVER THESE GENERAL CONSTRUCTION NOTES.
- ALL WALLS THAT GOVERN INTERIOR FINISHING TO BE FINISHED WITH A METAL STUD.
- CEILING ARE TO BE ALUMINUM FRAMES, EXTERIOR & INTERIOR, TO BE PERFORMED BY FINISH SUPPLIER.
- PROJECT IS TO BE DESIGN-BUILD FOR ALL DISCIPLINES NOT DRAWN. ALL ELECTRICAL, PLUMBING, HVAC & FIRE PROTECTION NOTES/SYMBOLS NOTED ON PLANS HERE SPECIFIC TO PROJECT FROM THE OWNER & HERE NOTED TO OBTAIN THEIR INSTALLATION.
- DO NOT HATCH PATTERN IN SLABS INDICATES SPANDREL SLABS.
- PROVIDE SPANDREL PANEL, ON PLAN, AROUND ALL HOOP BARS (1/2" x 1/2" x 1/2" IN EITHER DIRECTION FROM THE BARS) IF BARS IS THE ONLY MATERIAL PRESENT ON THE WALLS.
- ALL DIVISIONS FOR INTERIOR PARTITION WALLS ARE FROM GRID LINE TO GRID FRAMING. STRUCTURAL FRAMING TO GRID FRAMING, OR GRID FRAMING TO GRID FRAMING (CONCRETE) DO NOT INCLUDE WALL FINISHES. ALL ROOM OPENINGS (DOOR) DIVISIONS FOR ALUMINUM FRAMES DO NOT INCLUDE WALL FINISHES ON ALL SIDES OF THE ALUMINUM FRAME. FRAMING TO BE INSTALLED SHORT TO ALLOW THIS BLOCATIONS ON ALL SIDES.
- ALL WALLS SHOWN IN PLAN VIEW WITH A HATCH PATTERN OF DIAGONAL LINES ARE TO BE FRAMED WITH METAL STUDS.
- ARCHITECTURAL INTERIOR ELEVATIONS & FINISHES DRAWINGS SPECIFICATIONS FOR FINISHES & MATERIALS SELECTIONS. IF DIFFERENCES ARISE, THE ARCHITECT'S DRAWING SHALL PREVAIL. THESE DIFFERENCES TO THE ATTENTION OF THE S.C. PRIOR TO PROVIDING A PRICE.

USERS OF DRAWING

- DO NOT BE PROVIDED LOCATED ACCORDING TO CODE (2018 INTERNATIONAL BUILDING CODE (IBC)).
- PROVIDE FLOOR VALVES ON ALL TOILETS.
- PROVIDE AUTOMATIC FLOOR VALVES ON ALL WATER CLOSETS AND URINALS.
- MECHANICAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT EXISTING WATER PRESSURE WILL ALLOW FLOOR VALVES.
- LAVATORY SINKS: KOWLER, ARROW, JACOBI-HUNT SINK (K-2000), WHITE FINISH OR EQUAL.
- LAVATORY FAUCETS: COLE, AQUASAVE, BATTERY POWERED AUTOMATIC FAUCET.
- KITCHEN SINK: 18 GAUGE STAINLESS STEEL, DOUBLE-BOWL, UNDERMOUNT, EQUAL TO AOST 20-ADA-1002-A.
- KITCHEN FAUCET: SINK-HOLE, BLACK STAINLESS, PULL OUT.

FIRE PROTECTION

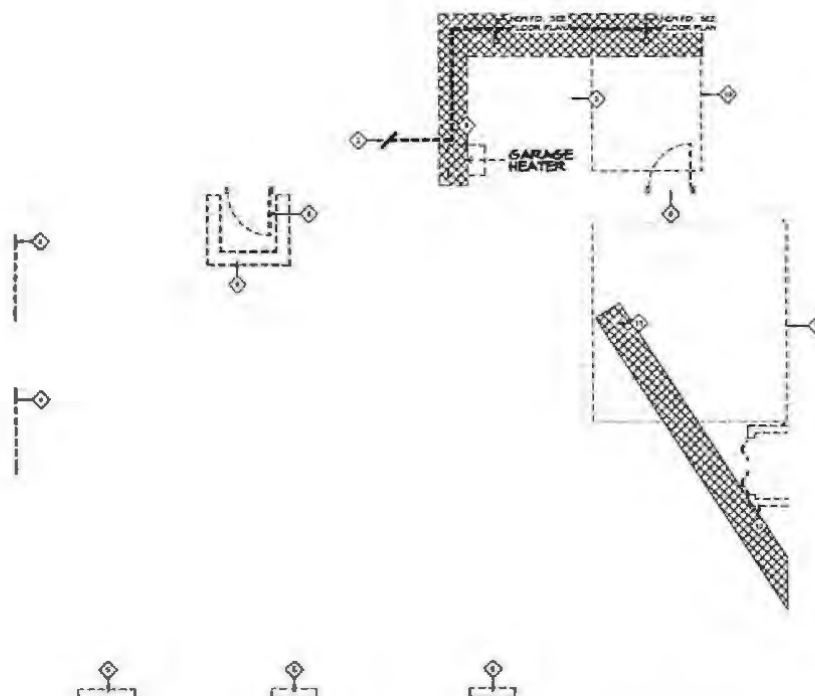
- FIRE EXTINGUISHER CABINETS TO BE LARGEST ARCHITECTURAL SIZES, FULL SLABS, PLEAT PANEL, VERTICAL, BLACK LETTERING, 20% REDUCED, NOTED ON PLAN.

ACCESSORIES

- IN ALL BATHROOMS, PROVIDE ALL NECESSARY ACCESSIBLE GRAB BARS ACCORDING TO 2018 IBC.
- IN ALL BATHROOMS, PROVIDE PAPER TOWEL DISPENSER EQUAL TO SCHEDULE B-002.
- IN ALL MEN BATHROOMS, PROVIDE 24" x 36" MIRROR ABOVE ALL VANITIES WITH SHIRTS ANGLE FRAME (STAINLESS FINISH ON ANGLE FRAME).

ABBREVIATIONS

ABBREVIATIONS					
ACT	ACCESS CEILING TILE	EXP	EXPENT FAN	NO	NO
AD	ACCESS DOOR	EXST	EXISTING	NO	NO
AD-1	AD-2	EXP	EXPLODED	NO	NO
AD-3	AD-4	EXP	EXPLODED	NO	NO
AD-5	AD-6	EXP	EXPLODED	NO	NO
AD-7	AD-8	EXP	EXPLODED	NO	NO
AD-9	AD-10	EXP	EXPLODED	NO	NO
AD-11	AD-12	EXP	EXPLODED	NO	NO
AD-13	AD-14	EXP	EXPLODED	NO	NO
AD-15	AD-16	EXP	EXPLODED	NO	NO
AD-17	AD-18	EXP	EXPLODED	NO	NO
AD-19	AD-20	EXP	EXPLODED	NO	NO
AD-21	AD-22	EXP	EXPLODED	NO	NO
AD-23	AD-24	EXP	EXPLODED	NO	NO
AD-25	AD-26	EXP	EXPLODED	NO	NO
AD-27	AD-28	EXP	EXPLODED	NO	NO
AD-29	AD-30	EXP	EXPLODED	NO	NO
AD-31	AD-32	EXP	EXPLODED	NO	NO
AD-33	AD-34	EXP	EXPLODED	NO	NO
AD-35	AD-36	EXP	EXPLODED	NO	NO
AD-37	AD-38	EXP	EXPLODED	NO	NO
AD-39	AD-40	EXP	EXPLODED	NO	NO
AD-41	AD-42	EXP	EXPLODED	NO	NO
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AD-495	AD-496	EXP	EXPLODED</		

[illegible]

1 FLOOR PLAN

1.941002 WITH 17. APR



When given the exclusive property of Old American Construction Company and a right to be notified, plaintiffs are entitled to sue by deposit without notice.

*** FOR END ONLY - NOT
FOR CONSTRUCTION ***

Signatures below indicate the undersigning are members of the Board of the

[illegible]

2019年1月1日

FILE NAME: 1011-00

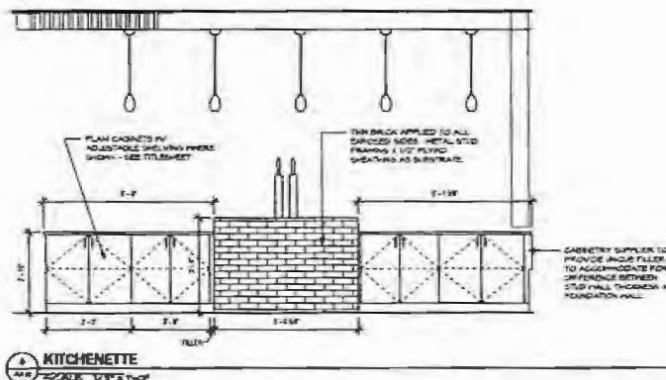
OUR VISION

**CONVERDIA HEALTH
INTERIOR REMODEL**

301 SHEYENNE ST
WEST FARGO, ND 58078

COMPLETION PLANS

AO.1



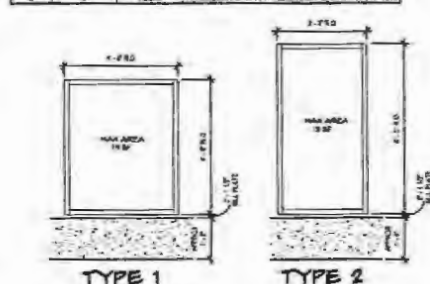
KEYNOTES

1. DESK & CHAIRS BY OWNER
2. EXISTING FLOOR DRAIN TO REMAIN IN FLOOR, CAP WITH SOLID STAINLESS STEEL COVER. PLUMBER TO VERIFY UNDERGROUND PLUMBING & CUT OUT EXISTING CONCRETE SLAB AS NECESSARY TO SET NEW FLOOR DRAIN & PATCH GROUTS INSTALLED. PLUMBER RESPONSIBLE FOR CONCRETE CUTTING - & IS RESPONSIBLE FOR FLOOR PATCHING. SEE DEMO PLAN FOR APPROXIMATE REPAIR TECH LOCATION.
3. EXISTING FLOOR TRIM & JOINTS EXTENDING TO BE REMOVED & DISCARDED. ORIGINAL CONTRACTOR TO PROVIDE SCHED 40S BACK TO JAMES & HEAD OF JAMES. PROVIDE CORNER PANDOL SILL (SEE TITLESHEET). APPROXIMATE SILL DEPTH OF 3". HORIZONTAL PANDOL SILL TO OVERLAP A VERTICAL RETURN 1" OVERLAP. VERTICAL RETURN 1" W/ 1/2". ALL SILL CONNECTIONS TO BE VERIFIED IN THE FIELD PRIOR TO FINISHING. SEE TO VERIFY FINISHING PRIOR TO GND BEING INSTALLED.
4. EXISTING OPENING (WATER AND DOOR) FRAME REMOVAL TO SET NEW GND RETURN. PROVIDE ADA COMPLIANT ALUMINUM THRESHOLD FOR DOOR OPENING. BLACK FINISH FURNITURE BY OWNER.
5. IF NON FINISHED, REUSE EXISTING SALVAGED FIBERGLASS BATT INSULATION TO INSULATE W/ 1/2" NON FINISHED. PATCH IN NON FINISHED ON INTERIOR SIDE (PAINT NEUTRAL) AND PATCH IN NON FINISHED ON EXTERIOR SIDE.
6. FORMER DAMAGE PROVIDED BY OWNER. ELECTRICAL TO PROVIDE JUNCTION BOX IN WALL.
7. PROVIDE WALL MOUNTED STEEL HANGAR, 1/2" PIPE PRINCE IN THE SHOP & PAINTED IN THE FIELD WITH STAINLESS STEEL WALL HANGAR BRACKETS.
8. PROVIDE HANGAR WITH VERTICALS MOUNTED TO RAMP & LANDING SURFACE WITH BASE PLATE. 1/2" PIPE PRINCE IN THE SHOP & PAINTED IN THE FIELD. HANGAR PIPE TO BE 3/4" ABOVE RAMP & LANDING SURFACE WITH ANOTHER HORIZONTAL PIPE APPROX 4" ABOVE THE SURFACE IN ORDER TO COMPLY WITH BC SECTION 100.00.1.
9. CORNER PANDOL SILL (SEE TITLESHEET). APPROXIMATE SILL DEPTH OF 3". HORIZONTAL PANDOL SILL TO OVERLAP A VERTICAL RETURN 1" OVERLAP. VERTICAL RETURN 1" W/ 1/2". ALL SILL CONNECTIONS TO BE VERIFIED IN THE FIELD PRIOR TO FINISHING.
10. PLUMBING CONTRACTOR TO PLAN FOR 1/4" WATER LINE & ICE MAKING DRAIN BOX RELOCATED IN WALL FOR OWNER PROVIDED REFRIGERATOR.
11. ELECTRICAL CONTRACTOR TO PLAN FOR 1/4" WATER LINE & ICE MAKING DRAIN BOX RELOCATED IN WALL FOR OWNER PROVIDED REFRIGERATOR.

GENERAL NOTES

1. MECHANICAL, PLUMBING & ELECTRICAL WORK IS TO BE DEMONSTRATED. CONTRACTOR IS RESPONSIBLE FOR BOTH ADJUSTING THE EXISTING SYSTEM TO ACCOMMODATE THE REMOVAL IN THE OPEN SPACES, AS WELL AS PROVIDING NEW & EXISTING TO NON ENCLOSED SPACES (E.G. OFFICES, CONFERENCE ROOMS, BATHROOMS, ETC.). COORDINATE WITH ALL OTHERS ON ANY MECHANICAL CONCERNING IF TRANSPORT. WALLS ARE TO BE UTILIZED.

TYPE	QUANTITY	MATERIAL	FINISH	GLASS
1	1	ALUM	ANODIZED BLACK (1" PIGMENT, LOWE, DAVY GRAY TINT)	
2	2	ALUM	ANODIZED BLACK (1" PIGMENT, LOWE, DAVY GRAY TINT)	

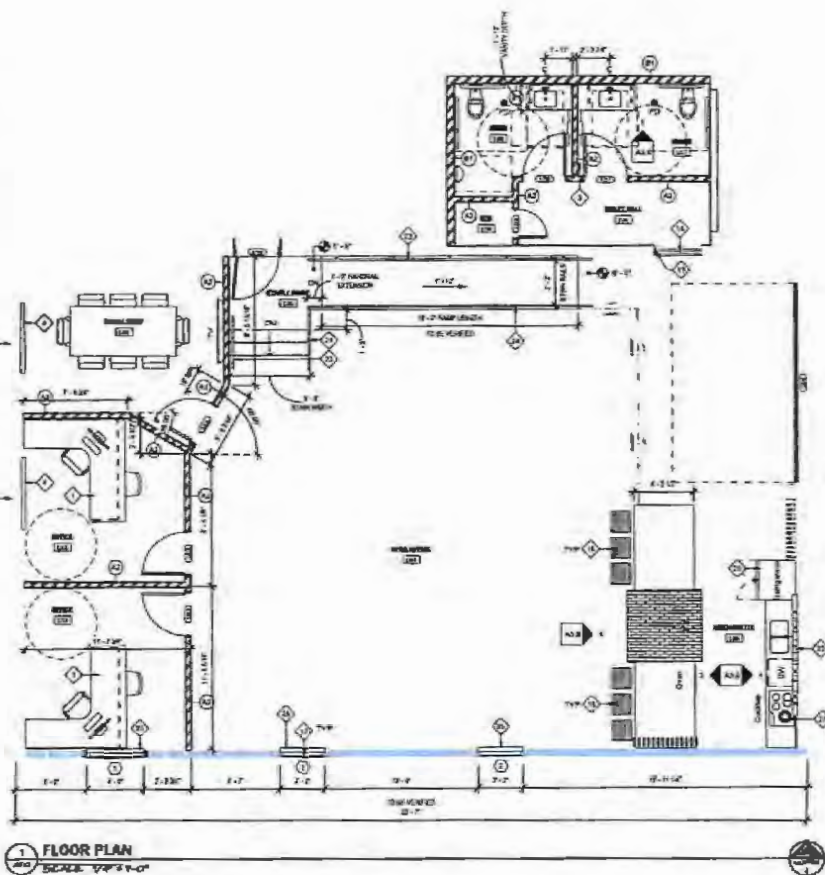


WALL TYPES

TYPE A: 8" INSULATED CONCRETE BLOCK WITH 1/2" GYPSUM BOARD ON INSIDE & 1/2" GYPSUM BOARD ON OUTSIDE.

TYPE B: 12" INSULATED CONCRETE BLOCK WITH 1/2" GYPSUM BOARD ON INSIDE & 1/2" GYPSUM BOARD ON OUTSIDE.

TYPE C: 12" INSULATED CONCRETE BLOCK WITH 1/2" GYPSUM BOARD ON INSIDE & 1/2" GYPSUM BOARD ON OUTSIDE.



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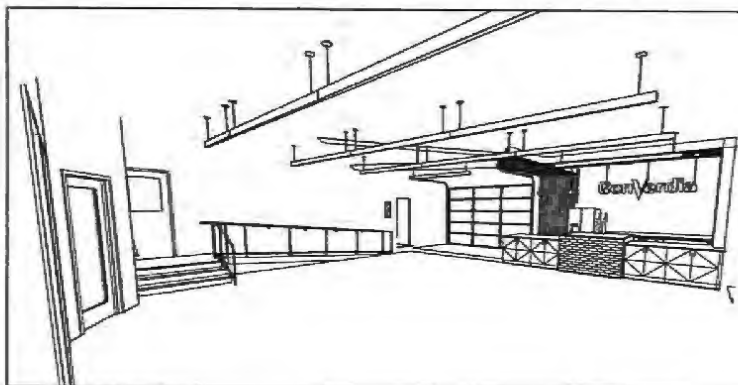
Signature lines for the architect and contractor.

DATE: 10-20-2023
DRAWN BY: NOT
PLA NAME: 2023-10

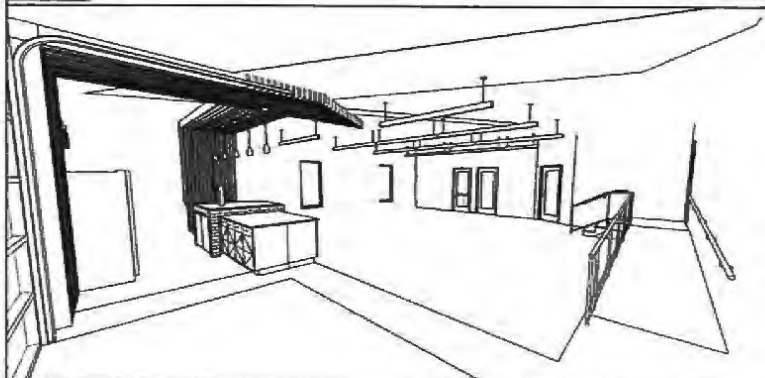
REVISIONS

CONVERDIA HEALTH
INTERIOR REMODEL
301 SHERIDAN ST
WEST FARGO, ND 58078

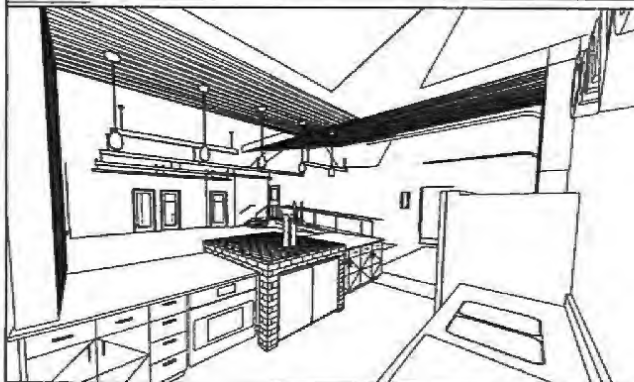
FLOOR PLAN
A1.0



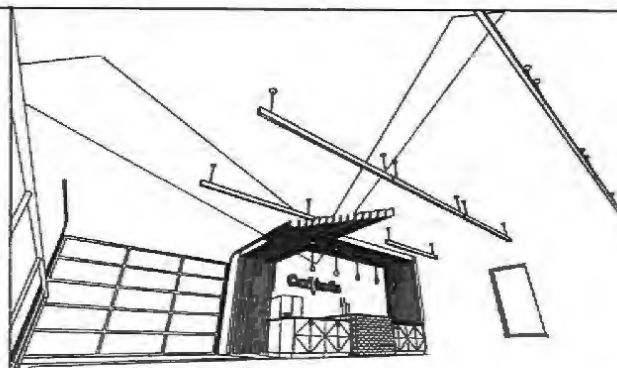
3D INTERIOR VIEW_6



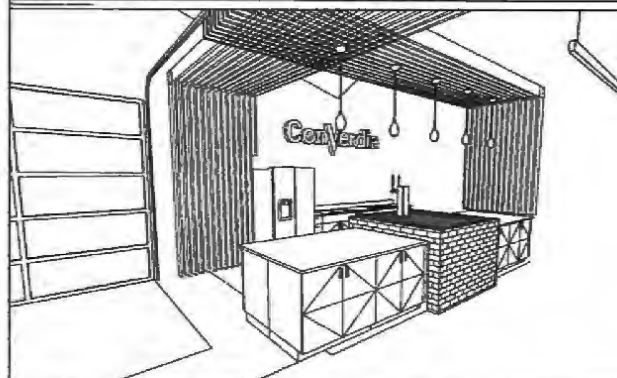
3D INTERIOR VIEW_5



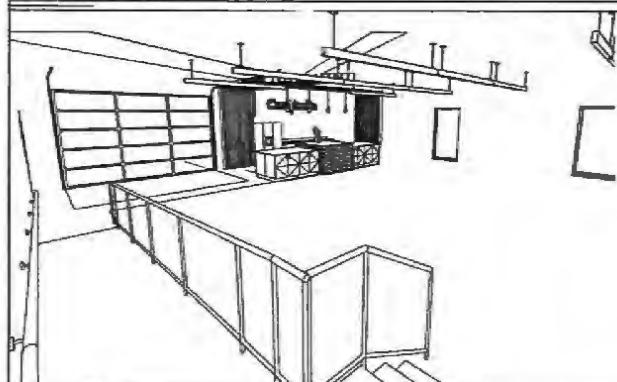
3D INTERIOR VIEW_4



3D INTERIOR VIEW_3



3D INTERIOR VIEW_2



3D INTERIOR VIEW_1



This project is the residential property of Dill Anderson Construction Company and is not to be modified, photographed, altered, or used by anyone without written consent from Dill Anderson Construction Company. Failure to obtain permission

*** FOR BID ONLY - NOT
FOR CONSTRUCTION ***

Signature _____
 Name _____
 Title _____
 Signature _____

DATE: 1-5-2022
CHECKED BY: NCB
FILE NAME: 2022-03
REVISION:

REVEALS

**CONVERDIA HEALTH
INTERIOR REMODEL**

301 SHEYENNE ST
WEST FARGO, ND 58078

A2.1

*** SEE KEYNOTES ON FLOOR PLAN FOR ADDITIONAL THRESHOLD REQUIREMENTS.

2004



3 KITCHENETTE
SCALE 1/2" = 1'-0"

KITCHENETTE

-
- Architectural drawings of a building, including a floor plan, a section view, and a detailed view of a corner. The floor plan shows a rectangular building with internal walls and doors. The section view shows the building's profile with a sloped roof. The detailed view shows a corner of the building with a sloped roof and a wall. Dimensions are provided for various parts of the building.

1 REFLECTED CEILING PLAN
ASG SCALE 1/4" = 1'-0"

7/9/2012 9:05:13 AM



FOR BID ONLY - NOT FOR CONSTRUCTION ***

Signature below indicates my understanding and acceptance of all conditions of this driving.

 Date

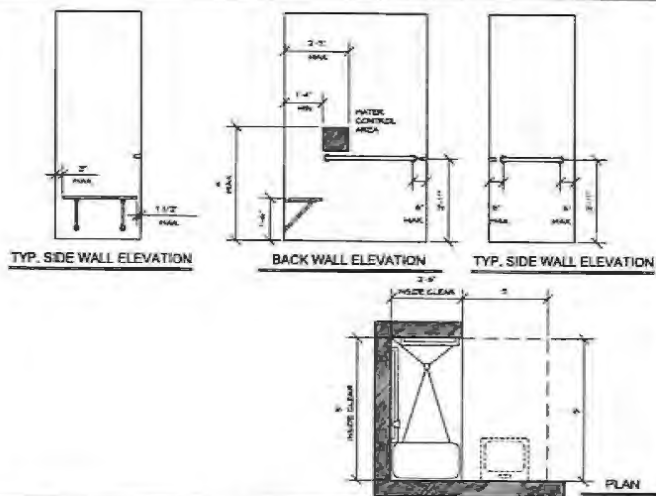
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REVISION:

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CONVERDIA HEALTH
INTERIOR REMODEL

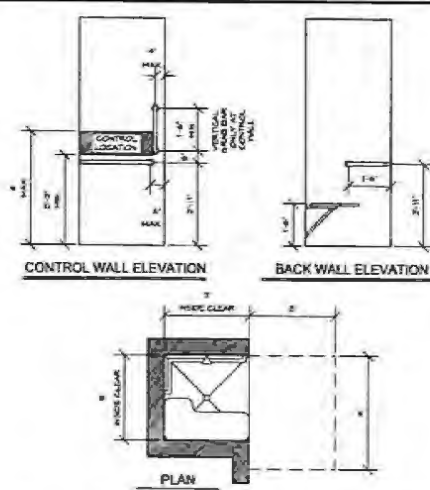
301 SHEYENNE ST
WEST FARGO, ND 58078

REFLECTED CEILING PLANS
A5.0



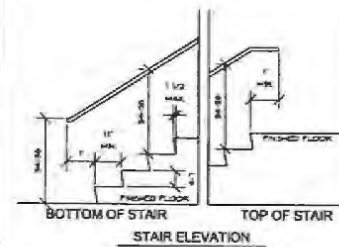
TYPICAL HANDICAP ROLL-IN SHOWER

SCALE 1/2" = 1'-0"



TYPICAL HANDICAP SIDE TRANSFER SHOWER

SCALE 1/2" = 1'-0"



HANDRAILS

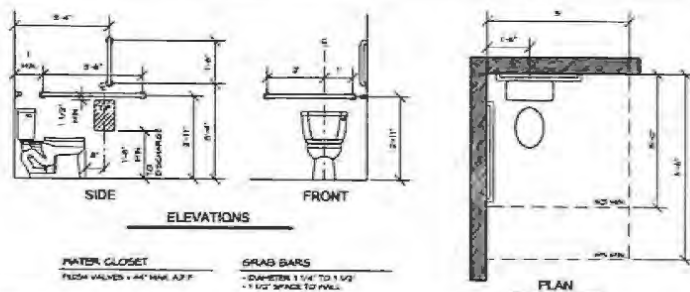
- DIAMETER 1 1/4" TO 2"
- 1 1/2" SPACE TO WALL
- MUST TERMINATE AT WALL
- BUILT ON FLOOR
- PROJECTION FROM WALL NOT TO EXCEED 4 1/2"

GUARDS

- HEIGHT 42" ABOVE FINISHED FLOOR

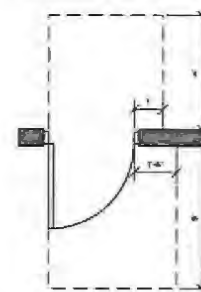
TYPICAL STAIR DETAILS

SCALE 1/2" = 1'-0"



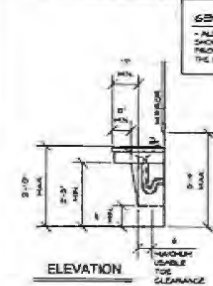
TYPICAL HANDICAP ACCESSIBLE TOILET

SCALE 1/2" = 1'-0"



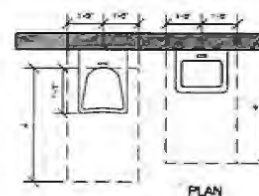
DOOR CLEARANCE PLAN

SCALE 1/2" = 1'-0"



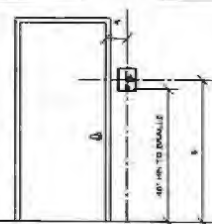
FAUCETS

- MUST BE ONE OF THE FOLLOWING:
- LEVER OPERATED
- PUSH TYPE
- ELECTRONICALLY CONTROLLED



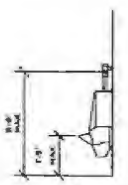
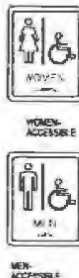
LAVATORY PLANS & ELEVATION

SCALE 1/2" = 1'-0"



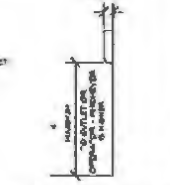
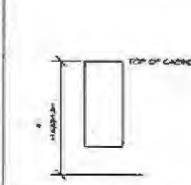
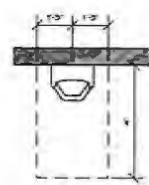
RESTROOM SIGN ELEVATION

SCALE 1/2" = 1'-0"



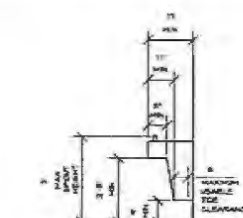
URINAL PLANS & ELEVATION

SCALE 1/2" = 1'-0"



HANDICAP MOUNTING HEIGHTS

SCALE 1/2" = 1'-0"



LAVATORY PLANS & ELEVATION

SCALE 1/2" = 1'-0"



Signature block containing fields for Name, Title, and Signature.

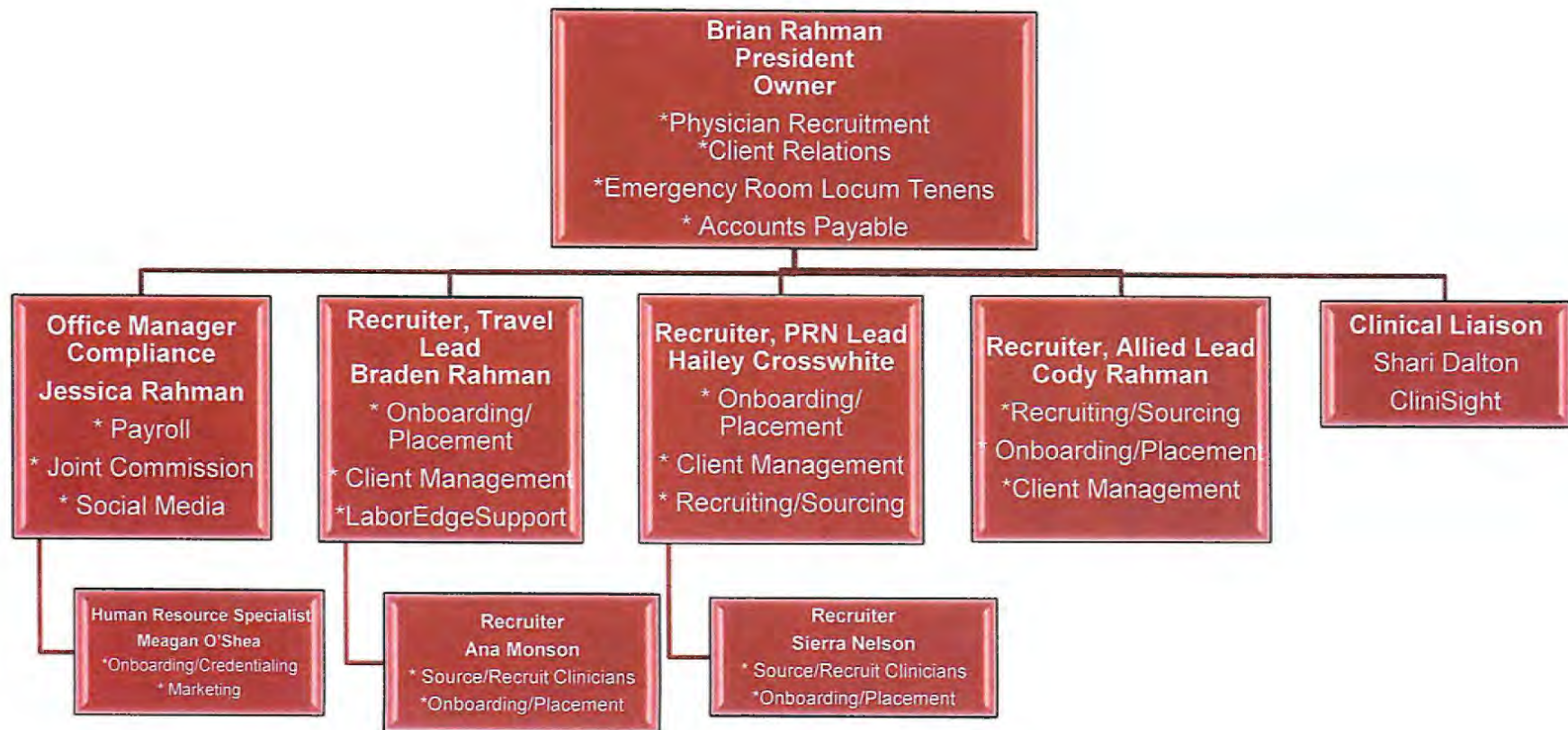
DATE: 1-15-2022
 DRAWN BY: OLAF
 P.L.B. NAME: 1025-473
 PERSONS

CONVERDIA HEALTH
INTERIOR REMODEL
 301 SHEYENNE ST
 WEST FARGO, ND 58078

TYPICAL DETAILS
D1



Organizational Chart



State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of RAHMAN & ASSOCIATES, LLC

SOS Control ID#: 0000159652

Certificate #: 022200616-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

RAHMAN & ASSOCIATES, LLC

a Limited Liability Company - Business - Foreign was formed under the laws of MINNESOTA and filed with this office effective February 23, 2017. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: August 11, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

Office of the Minnesota Secretary of State

Assumed Name | Certificate of Assumed Name

Minnesota Statutes, Chapter 333



Read the instructions before completing this form.

Filing Fee: \$50 for expedited service in-person and online filings, \$30 if submitted by mail

Note: An Annual Renewal is required to be filed once every calendar year, beginning in the calendar year following the original filing with the Secretary of State.

The filing of an assumed name does not provide a user with exclusive rights to that name. The filing is required for consumer protection in order to enable consumers to be able to identify the true owner of a business.

1. List the exact assumed name under which the business is or will be conducted: (Required)

Converdia Health Staffing

2. Principal Place of Business: (Required)

26 - 40 Ave. Cir. So.

Moorhead

MN

56560

Street Address (A PO Box by itself is not acceptable)

City

State

Zip

3. List the name and complete street address of all persons conducting business under the above Assumed Name, OR if an entity, provide the legal corporate, LLC, or Limited Partnership name and registered office address: (Required)

Note: A PO Box by itself is not acceptable. Attach additional sheet(s) if necessary.

Rahman & Associates, LLC

26 - 40 Ave. Cir. So.

Moorhead

MN

56560

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

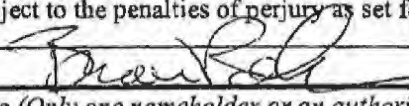
Street

City

State

Zip

4. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.



Signature (Only one nameholder or an authorized agent is required to sign)

5/9/19

Date

Brian Rahman, member/manager

Print Name and Title

Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices.

rahmanpra@yahoo.com

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.



Office of the Minnesota Secretary of State
Minnesota Limited Liability Company | Amendment to Articles of Organization
Minnesota Statutes, Chapter 322B or 322C



Read the instructions before completing this form.

Filing Fee: \$55 for expedited service in-person and online filings, \$35 if submitted by mail

1. List the name of this company currently on file with the Office of the Minnesota Secretary of State: (Required)

Converdia Health, LLC

2. The articles of organization for this Limited Liability Company are amended pursuant to Chapter 322B or 322C.

AMENDMENT OPTIONS: Complete as many amendment options as apply. Complete an option only if you are changing the information related to that option.

3. The company name is changed to:

Rahman & Associates, LLC

4. The registered office address is changed to:

Street Address (A post office box by itself is not acceptable) City State Zip Code

5. The registered agent is changed to:

6. List the date the expiration date has changed to in the jurisdiction of its organization, or list the word "perpetual"

mm/dd/yyyy or Perpetual

7. The business mailing address has changed to:

Address City State Zip Code

8. Does the limited liability company elect to be governed under Minnesota Statutes, Chapter 322C and accept all of the duties and responsibilities set forth by that chapter?

☒ Yes

☐ No

If yes, then the Limited Liability Company elects to be governed under Chapter 322C effective either immediately upon filing, or at a stated date within 30 days after filing as allowed by 322B.175 _____

9. The articles of organization are otherwise amended as follows:

10. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

If this filing is governed under Minnesota Statutes 322B, I certify that this Limited Liability Company has not yet elected to come under Minnesota Statutes 322C in its operating agreement.

Signature of Authorized Person or Authorized Agent

Date 6/27/17

Office of the Minnesota Secretary of State

Minnesota Limited Liability Company | Amendment to Articles of Organization
Minnesota Statutes, Chapter 322B or 323C



Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

☐ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

Craig A. Peterson	701-241-8444
Contact Name	Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

Does this entity own, lease, or have any financial interest in agricultural land or land capable of being farmed?

Yes ☐ No ☒



Work Item 956067400030
Original File Number 896608300033

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
07/05/2017 11:59 PM

A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State

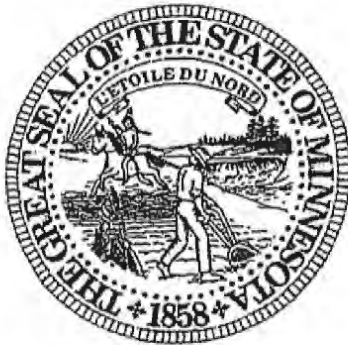
Office of the Minnesota Secretary of State Certification of Record

I, Steve Simon, Secretary of State of Minnesota, do certify that: The filing(s) listed below were filed in the Minnesota computerized/central filing system on the date(s) listed below and that the copies associated with this certification are a true and complete copy of those filings as filed in that system.

Filing(s) filed on:

<u>Filing Date</u>	<u>Filing Type</u>	<u>Filing Number</u>
07/05/2017	Amendment - Limited Liability Company (Domestic)	956067400030

This certificate has been issued on: 07/14/2017



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



Office of the Minnesota Secretary of State
Minnesota Limited Liability Company | Amendment to Articles of Organization
Minnesota Statutes, Chapter 322B or 322C



Read the instructions before completing this form.

Filing Fee: \$55 for expedited service in-person and online filings, \$35 if submitted by mail

1. List the name of this company currently on file with the Office of the Minnesota Secretary of State: (Required)

Rahman Physician Recruitment Associates, LLC

2. The articles of organization for this Limited Liability Company are amended pursuant to Chapter 322B or 322C.

AMENDMENT OPTIONS: Complete as many amendment options as apply. Complete an option only if you are changing the information related to that option.

3. The company name is changed to:

Converdia Health, LLC

4. The registered office address is changed to:

Street Address (A post office box by itself is not acceptable) City State Zip Code

5. The registered agent is changed to:

6. List the date the expiration date has changed to in the jurisdiction of its organization, or list the word "perpetual"

mm/dd/yyyy or Perpetual

7. The business mailing address has changed to:

Address City State Zip Code

8. Does the limited liability company elect to be governed under Minnesota Statutes, Chapter 322C and accept all of the duties and responsibilities set forth by that chapter?

☒ Yes

☐ No

If yes, then the Limited Liability Company elects to be governed under Chapter 322C effective either immediately upon filing, or at a stated date within 30 days after filing as allowed by 322B.175

9. The articles of organization are otherwise amended as follows:

10. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

If this filing is governed under Minnesota Statutes 322B, I certify that this Limited Liability Company has not yet elected to come under Minnesota Statutes 322C in its operating agreement.

Brian Rahman

Brian Rahman

11/22/2016

Signature of Authorized Person or Authorized Agent

Date

Office of the Minnesota Secretary of State

Minnesota Limited Liability Company | Amendment to Articles of Organization
Minnesota Statutes, Chapter 322B or 322C



Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

Craig Peterson	701-241-8444
----------------	--------------

Contact Name

Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

Does this entity own, lease, or have any financial interest in agricultural land or land capable of being farmed?

Yes ☐ No ☒



Work Item 919010500031
Original File Number 896608300033

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
12/08/2016 11:59 PM

A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Rahman Physician Recruitment Associates, LLC

File Number: 896608300033

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 08/03/2016



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



Office of the Minnesota Secretary of State
Minnesota Limited Liability Company | Articles of Organization
Minnesota Statutes, Chapter 322C



Read the instructions before completing this form.

Filing Fee: \$155 for expedited service in-person and online filings, \$135 if by mail

The undersigned organizer(s), in order to form a Limited Liability Company under *Minnesota Statutes, Chapter 322C* adopt the following:

Article I – Name of Limited Liability Company (Required)

Rahman Physician Recruitment Associates, LLC

(The company name must include the words Limited Liability Company or the abbreviation LLC)

Article II – Registered Office Address and Agent (A Registered Office Address is Required)

26 - 40 Ave. Oak Circle So.

Moorhead

MN

56560

Street Address (A PO Box by itself is not acceptable)

City

State

Zip Code

Registered Agent at the above address is: Brian Rahman

Article III – Duration

The period of duration for this limited liability company shall be perpetual.

Article IV – Organizers (Required)

I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Brian Rahman

26 - 40 Ave Oak Cir So

Moorhead

MN 56560

Organizer's Name

Street Address

City

State Zip

Signature

Date

11-13-15

Organizer's Name

Street Address

City

State Zip

Signature

Date

Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices, including this submission: rahman.pra@yahoo.com

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

Craig Peterson

701-241-8444

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-08-2016

Employer Identification Number:
81-3487997

Form: SS-4

Number of this notice: CP 575 G

RAHMAN PHYSICIAN RECRUITMENT
ASSOCIATES LLC
BRIAN RAHMAN SOLE MBR
26 40TH AVENUE OAK CIR S
MOORHEAD, MN 56560

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3487997. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is RAHM. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

08-08-2016 RAHM O 9999999999 SS-4

CP 575 G (Rev. 7-2007)

CP 575 G

999999999999

DATE OF THIS NOTICE: 08-08-2016
EMPLOYER IDENTIFICATION NUMBER: 81-3487997
FORM: SS-4 NOBOD

RAHMAN PHYSICIAN RECRUITMENT
ASSOCIATES LLC
BRIAN RAHMAN SOLE MBR
26 40TH AVENUE OAK CIR S
MOORHEAD, MN 56560

**RAHMAN & ASSOCIATES, LLC
OPERATING AGREEMENT
(REVISED JANUARY 1, 2022)**

THIS **OPERATING AGREEMENT** is made and entered into effective as of January 1, 2022 (the “Effective Date”) by and among RAHMAN & ASSOCIATES, LLC, a Minnesota limited liability company (the “Company”) doing business under the assumed name of Converdia Health Staffing, and the undersigned “CURRENT MEMBERS” (each, a “Current Member,” and collectively, the “Current Members”).

RECITALS

WHEREAS, the initial Member Brian Rahman caused the Company to be formed by causing Articles of Organization to be filed with the Minnesota Secretary of State on or about August 3, 2016 as Rahman Physician Recruitment Associates, LLC; on or about November 22, 2016, Brian Rahman filed an Amendment to change the name of the Company to Converdia Health, LLC; on or about June 27, 2017, Brian Rahman filed an Amendment to change the name of the Company to Rahman & Associates, LLC; on or about May 9, 2019, Arden Beachy purchased ten percent (10%) interest in the Company and Rural Health Alliance (RHA) purchased forty percent (40%) interest in the Company; on or about May 9, 2019, Brian Rahman filed an application with the Minnesota Secretary of State for the Company to conduct business under the assumed name of Converdia Health Staffing; on or about May 1, 2021, Brian Rahman purchased RHA’s forty percent (40%) interest in the Company; on or about January 1, 2022, Brian Rahman transferred his 90% interest to Heartland Haven Inc.; and as of the Effective Date, the Current Members are the only members of the Company; and

WHEREAS, Section 322C.0110 of the Act (as defined herein) authorizes an “operating agreement,” and the Parties (as defined herein) desire to enter into such an agreement as provided herein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
DEFINITIONS**

Capitalized terms used herein shall have the meanings given below:

1.1 “Act” means the Minnesota Revised Uniform Limited Liability Company Act codified at Minnesota Statutes, Chapter 322C, as amended from time to time and any successors thereto.

1.2 “Agreement” means this Operating Agreement, including any schedules and exhibits to this Agreement, all as may be amended or restated from time to time.

1.3 “Capital Account” means the account of any Holder that is maintained in accordance with Section 4.7.

1.4 “Code” means the Internal Revenue Code of 1986, as amended from time to time and any successor thereto. Any reference herein to specific sections of the Code, and to the Treasury Regulations thereunder, shall be deemed to include a reference to any corresponding provisions of future law.

1.5 “Company” has the meaning given in the preamble.

1.6 “Confidential Information” means any information or compilations of information regarding the Company that derives independent economic value from not being generally known or readily ascertainable by proper means. To the extent consistent with the foregoing definition, Confidential Information includes trade secrets, computer software and programs, customer lists, sales techniques, marketing plans, marketing information, management systems and procedures, historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, and any information that is marked “confidential” or in some comparable manner.

1.7 “Contribution” means any benefit that is provided by a Holder (or such Holder’s predecessor-in-interest) to the Company for or with respect to such Person’s Interest and which is accepted as a Contribution pursuant to this Agreement.

1.8 “Current Member” means Arden Beachy and Heartland Haven, Inc.

1.9 “Effective Date” has the meaning given in the preamble.

1.10 “Fair Value” means the amount equal to (a) 3.5 multiplied by (b) the average of the Company’s annual earnings, before deduction of interest, taxes, depreciation and amortization for the two (2) Fiscal Years immediately prior to the date of the proposed Transfer (or in the event there has not been at least two (2) Fiscal Years, then the average monthly earnings, before the deduction of interest, taxes, depreciation, and amortization, since the Effective Date multiplied by twelve (12)).

1.11 “Fair Value Per Unit” means the (a) the Fair Value of the Company; divided by (b) the total number of Units then outstanding, all as of the date that the Fair Value Per Unit is being determined for purposes of this Agreement.

1.12 “Fiscal Year” means any calendar year ending December 31, or such other date as may be required under Section 706 of the Code and the Treasury Regulations thereunder; or any other period for which the Company is required to allocate Net Profits and Net Losses and other items of Company income, gain, loss, or deduction pursuant to this Agreement or the Code and the Treasury Regulations thereunder.

1.13 “Governance Rights” means all of a Member’s rights and interests as a Member of the Company, except for the Member’s Transferable Interest, including, but not limited to, the rights of such Member to vote on matters pertaining to the management and operation of the Company.

1.14 “Holder” means any Person who is entitled to share in the allocation of Net Profits and Net Losses and to participate in distributions pursuant to this Agreement, including Members and Transferees.

1.15 “Interest” means a Person’s entire ownership interest in the Company, including such Person’s Transferable Interest and a Member’s Governance Rights.

1.16 “Majority in Interest” means Members holding in the aggregate a majority of the issued and outstanding Units held by Members. Mere Transferees and Units held by Transferees in their capacity as Transferees shall not be counted in determining a Majority in Interest.

1.17 “Managers” has the meaning given in Section 5.1.

1.18 “Member” means a Person who:

- (a) is reflected in the books and records of the Company as the owner of at least one (1) Unit;
- (b) either is: (1) a Current Member; (2) hereafter admitted as a Substitute Member; or (3) a Person other than a Current Member or a Substitute Member who has acquired an Interest from the Company and is hereinafter admitted as a Member pursuant to this Agreement; and
- (c) has not dissociated as a Member of the Company within the meaning of Section 322C.0602 of the Act.

A Person who does not satisfy all three (3) of the foregoing elements may be a Transferee but is not a Member.

1.19 “Net Profits” or “Net Losses” means the income and gains, or losses and deductions, of the Company, as the case may be, as determined for federal income tax purposes, plus any adjustments required pursuant to the Code and the Treasury Regulations thereunder, as of the close of each Fiscal Year.

1.20 “Noncomplying Holder” has the meaning given in Section 7.7.

1.21 “Partnership Representative” has the meaning given in Section 4.9.

1.22 “Party” means any Person who signs this Agreement, a consent substantially in the form attached hereto as Exhibit A, or any other document reflecting such Person’s intent to be bound by this Agreement, and any Transferee. Without limiting the foregoing, each Holder is automatically deemed to be a Party.

1.23 “Permitted Transferee” means: (a) upon the death of any Holder that is an individual, the estate of the deceased individual and any Person receiving an Interest directly from such estate pursuant to the deceased individual’s will or the laws of intestacy; or (b) a Person approved by the Managers, in their sole and absolute discretion.

1.24 “Person” means any individual, corporation, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

1.25 “Purchase Price” means the amount paid for any Units purchased hereunder from a Selling Holder.

1.26 “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

1.27 “Selling Holder” means (a) the personal representative, successor in interest, or authorized representative who is entitled to receive the proceeds of a sale in the event of the death of a Holder; (b) the trustee in bankruptcy in the event of a proposed disposition of all or any portion of an Interest in connection with any proceeding under federal or state bankruptcy laws; or (c) in all other events, the Holder when offering to Transfer all or any portion of such Holder’s Interest as set forth herein.

1.28 “Substitute Member” has the meaning given in Section 7.4.

1.29 “Tax Advances” has the meaning given in Section 4.11.

1.30 “Transfer” means any voluntary or involuntary disposition of property, whether by sale, assignment, bankruptcy, conveyance, dissolution, divorce, lease, liquidation, mortgage, security interest, encumbrance or granting of a lien, pledge, deed, gift, order, decree, operation of law, attachment, levy of execution, or seizure by a creditor whether or not by judicial process, foreclosure, assignment for the benefit of creditors, and any other passage under any judicial order or legal process in law or equity, or otherwise.

1.31 “Transfer Notice” has the meaning given in Section 7.2.

1.32 “Transferable Interest” means the right, as originally associated with a Person’s capacity as a Member, to receive distributions from the Company in accordance with this Agreement, whether or not the Person remains a Member or continues to own any part of that right, together with the right and obligation to share in the allocation of Net Profits and Net Losses.

1.33 “Transferee” has the meaning given in Section 7.3.

1.34 “Transferor” has the meaning given in Section 7.3.

1.35 “Treasury Regulations” means the regulations promulgated by the U.S. Department of Treasury with respect to the Code.

1.36 “Units” means the units, as reflected in Schedule 1 attached hereto, which represent the Interest of the Holder owning such Units.

ARTICLE 2.

INTENT AND BACKGROUND

2.1 **Purposes of the Company.** The purposes of the Company are to conduct such business activities as the Managers may from time to time authorize and which may be properly conducted by a limited liability company organized under the Act; and to conduct any and all activities related or incidental to, or in furtherance of, such purposes.

2.2 **Operating Agreement.** Notwithstanding Section 322C.0102, subd. 17, of the Act, the Parties acknowledge and agree that this Agreement shall be the Company's sole "operating agreement" as contemplated by the Act, and no operating agreement shall be created by oral or implied means or by custom, course of dealing, or otherwise. The provisions of this Agreement shall supersede, to the maximum extent permitted by the Act, any provisions of the Act or the Company's Articles of Organization that are inconsistent or conflict with the provisions of this Agreement.

2.3 **Intent of this Agreement.** Subject to Section 322C.0110 of the Act, the Parties intend that this Agreement govern all aspects of the Company's business, activities, and affairs, including, but not limited to: (a) the relations among Members, Holders, and the Company, in those respective capacities; (b) the rights and duties under the Act of the Managers; (c) the activities of the Company and the conduct of those activities; (d) the means and conditions for amending this Agreement; and (e) any other matter related to the Company's business and affairs.

2.4 **Legal Representation.** Each Party understands and acknowledges that (a) this Agreement is legally binding on such Party; (b) such Party has had the opportunity to consult with legal counsel of such Party's own choosing; and (c) such Party has either consulted with such legal counsel or has consciously decided not to consult with legal counsel.

2.5 **Interpretation.** As used in this Agreement, accounting terms not otherwise defined in this Agreement shall have the meanings given to them under generally accepted accounting principles in effect from time to time in the United States. The words "hereof," "herein," and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, schedule, and exhibit references are to this Agreement unless otherwise specified. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

ARTICLE 3. MEMBERS

3.1 **Units.** Interests in the Company shall be reflected by Units. The Governance Rights and Transferable Interest associated with a Unit may not be split, divided, or transferred separate from the transfer of the entire Unit, except as provided in this Agreement or with the prior unanimous consent of the Members, and Units may only be transferred as provided in this Agreement. The Company shall be authorized to issue an unlimited number of Units. The Company shall not issue any certificates of Interests or Units.

3.2 **Holders.** The names and addresses of the Holders (e.g., the Current Members as of the Effective Date), the number of Units held by the Holders, and the Contributions made by the Holders or their predecessors-in-interest are reflected on Schedule 1 attached hereto.

Schedule 1 shall be amended from time to time by a Manager as Units are issued or transferred in accordance with this Agreement, and to reflect any changes in the address (physical or electronic) or facsimile number for purposes of notices to a Holder.

3.3 Additional Contributions or Additional Interests. The Company has no right to require, and no Member shall have any obligation to make, additional Contributions to the Company following such Member's admittance as a Member of the Company. The Company may not accept additional Contributions, or create, issue, or allocate additional Units, without the unanimous approval of all Members and the execution of this Agreement (or another document evidencing intent to be bound hereby, such as a consent substantially in the form attached hereto as Exhibit A) by any Person receiving an Interest who is not already a party to this Agreement. The approval of any of the foregoing must specify the number of Units authorized to be issued, the amount, nature, and value of the Contribution to be received, the identity of the contributor or would-be contributor, the date by which the authorized Contribution must be received, and any condition on the approval.

3.4 Loans. No Holder, in their capacity as such, shall be obligated to fund, advance, or lend money to the Company, whether to pay any deficit incurred by the Company or for any other purpose. Subject to approval by the Managers, the Company may borrow money from a Holder. Any such loan shall be repaid at such times and with such interest (at rates not to exceed the maximum permitted by law) as the Managers and the lending Holder shall reasonably agree. Any other payment or transfer of cash by a Holder to or for the benefit of the Company which is not authorized by Sections 3.2 or 3.3, and which is not a loan authorized as provided above, shall be deemed a loan to the Company that will accrue interest at the rate of interest published from time to time by the U.S. Internal Revenue Service for purposes of Section 1274(d) of the Code (currently through monthly revenue rulings), and shall be payable when authorized by the Managers or upon dissolution of the Company, whichever is earlier.

3.5 Voting. Except as otherwise provided in this Agreement: (a) each Member shall be entitled to one (1) vote for each Unit owned by the Member, as reflected in the Company's books and records on the date on which the vote is taken; and (b) all acts of the Members, including, but not limited to, any action, approval, authorization, or decision which this Agreement or the Act provides is to be determined, made, or taken "by the Members" or "the Members" shall be determined by the affirmative vote or action of a Majority in Interest unless it is made expressly clear in a particular use of such a term or phrase that the approval required is intended to be more than a simple majority of the issued and outstanding Units held by the Members, such as "by all of the Members" or "all Members." A Transferee shall have no right to vote Units held as a Transferee.

3.6 Meetings of Members. A meeting of the Members may be called from time to time by the Members holding not less than ten percent (10%) of all of the Units outstanding or by a Manager, to be held at the principal office of the Company or at such other place as may be designated from time to time by the notice, upon at least ten (10) days' notice in a Record given to all Members setting forth the date, time, place, and purpose of the meeting. If notice of the date, time, and place of a meeting of the Members has been provided in a prior resolution of the Members or announced at a previous meeting of the Members, no further notice is required.

Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

(a) **Attendance and Waiver of Notice.** A Member may waive notice of a meeting of the Members. A waiver of notice by a Member entitled to notice is effective whether given before, at, or after the meeting, and whether given in a Record, orally, or by attendance. Attendance by a Member at a meeting is a waiver of notice of that meeting, except where the Member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate in the meeting after the objection, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and the Member does not participate in the consideration of the item at that meeting.

(b) **Quorum.** A Majority in Interest shall constitute a quorum for the transaction of business by the Members. In the absence of a quorum, a majority of the Units deemed present may adjourn a meeting from time to time without further notice until a quorum is present.

(c) **Remote Communications.** Any Member meeting may be conducted solely by one or more means of remote communication through which all of the Members may participate with each other during the meeting, if the number of Members participating in the meeting would be sufficient to constitute a quorum. A Member may participate in a meeting of the Members by means of remote communication, through which the Member, other Members so participating, and all Members physically present at the meeting may participate with each other during the meeting. Participation in a meeting by any such means of remote communication constitutes presence in person at the meeting.

(d) **Proxy.** A Member may appoint a proxy or other agent to consent or otherwise act for the Member by signing an appointing Record.

(e) **Other Persons at Meetings.** Only Members shall be entitled to attend meetings of the Members; other individuals may attend Member meetings only with the approval of a Majority in Interest.

3.7 **Written Action in Lieu of Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed, or consented to by authenticated electronic communication, by the Members who own voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all Members were present. The written action shall be effective when signed, or consented to by authenticated electronic communication, by the required number of Members, unless a different effective time is provided in the written action.

3.8 **Actions Requiring Member Approval.** Notwithstanding anything in this Agreement or the Act to the contrary, in addition to other actions requiring the consent of at least a Majority in Interest under this Agreement or the Act, the consent of a Super Majority is required, without requiring approval by the Managers, to:

- (a) sell, lease, exchange, or otherwise dispose of all, or substantially all, of the Company's property with or without the good will, outside the ordinary course of the Company's activities;
- (b) approve a merger, conversion, or domestication under Sections 322C.1001 to 322C.1015 of the Act;
- (c) change the status of the Company from a "manager-managed limited liability company" to a "board-managed limited liability company" or a "member-managed limited liability company" (as such terms are defined in Section 322C.0102 of the Act);
- (d) change the status of the Company for federal or state income tax purposes under Section 4.6; or
- (e) dissolve the Company pursuant to Section 322C.0701, subd. 1, clause (1), of the Act.
- (f) make any loans, borrow any money, enter into any lending or guaranty agreements, or enter into any line of credit exceeding \$50,000;
- (g) encumber more than \$50,000 worth of the Company's assets;
- (h) commit to purchase assets, or incur any expenses which exceed \$50,000;
- (i) engage in any transaction or series of transactions with any Member, Manager, or employee involving goods, services, payments, or other value of \$50,000 or more;
- (j) commence, settle, or compromise any litigation, demand, suit, or judgment exceeding \$50,000;
- (k) make any distribution of earnings to Members pursuant to Section 4.1;
- (l) elect or remove Managers;
- (m) set the salaries of Managers and executive staff; or
- (n) select the independent certified public accountant regularly retained by the Company to perform outside accounting work.

3.9 No Reasonable Expectations. Notwithstanding anything in this Agreement to the contrary, no Holder shall have any reasonable expectation of continued employment, salary, participation in management, or economic security merely by virtue of such Holder's ownership of the Units.

ARTICLE 4.

DISTRIBUTIONS, ALLOCATIONS, AND TAX MATTERS

4.1 Interim Distributions. Except as otherwise provided for in this Agreement:

(a) the Company shall make such income distributions as the Manager may from time to time

determine; and (b) no Holder shall have any right to cause or receive any capital distribution prior to the termination of the Company. Any distributions authorized by the Company, other than liquidating distributions pursuant to Section 4.2 and authorized distributions made in redemption of any Units, shall be allocated in accordance with the number of Units outstanding as of the record date determined by the Managers with respect to such distribution, if any, or if no record date is set by the Managers, in accordance with the number of Units outstanding at the time the distribution is paid.

4.2 Liquidating Distributions. If the Company is dissolved and its business is being wound up in accordance with the applicable provisions of Sections 322C.0701 through 322C.0708 of the Act and this Agreement, the Company shall apply its assets to discharge the Company's obligations to creditors, including Members that are creditors, as set forth in Section 322C.0707, subd. 1, of the Act. Thereafter, any remaining assets or surplus shall be distributed in the following order: (a) First, to the Holders in proportion to, and to the extent of, the positive balances in their respective Capital Accounts; and (b) Thereafter, to the Holders in proportion to the number of Units owned by them, as reflected in the Company's books and records.

4.3 Distributions in Kind. No Holder shall have the right to receive any distribution in any form other than money. The Company may not make a distribution in kind unless the Person receiving the in-kind distribution consents to such distribution.

4.4 Distributions Subject to Set-Off. All distributions are subject to set-off by the Company for any past-due obligation of the distributee or the distributee's predecessor-in-interest to the Company, including an obligation to make a Contribution.

4.5 Allocation of Net Profits and Net Losses. Net Profits and Net Losses shall be allocated for each Fiscal Year in accordance with the number of Units then issued and outstanding. For any Unit not owned by the same Person for the entire Fiscal Year, the allocation shall be prorated to reflect the period of time that the Unit was owned by each Person during the Fiscal Year.

4.6 Tax Characterization and Returns. The Parties intend that the Company be treated as a "partnership" for federal and state income tax purposes, and all provisions of this Agreement and the Company's Articles of Organization shall be construed so as to preserve such intent. As soon as practical after the end of each Fiscal Year, the Company shall deliver to each Person who was a Holder at any time during such Fiscal Year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of such Person's federal or state income tax (or information) returns as pertaining to their Interests. The Form K1 shall include a statement showing such Person's share of income, gains, loss, deductions, credits, and other items for such Fiscal Year.

4.7 Capital Accounts. The Company shall establish a Capital Account for each Holder and shall maintain each Capital Account as follows:

(a) **Maintenance.** The Company shall maintain the Capital Accounts in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations. If any Interest is transferred

in accordance with the provisions of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(b) **Liquidation Payments.** If the Company liquidates itself, the Company shall make liquidating distributions in accordance with Section 4.2.

(c) **Negative Capital Account and Qualified Income Offset.** A Holder is not liable to fund any deficit in such Holder's Capital Account at any time. Notwithstanding any other provision in this Agreement, if a Holder unexpectedly receives an adjustment, allocation, or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), of the Treasury Regulations and the unexpected adjustment, allocation, or distribution results in a deficit balance in the Capital Account of the Holder, that Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance or the increase in the deficit balance as quickly as possible. It is intended that this Section 4.7(c) will meet the requirements of a "qualified income offset" as defined in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and this Section 4.7(c) is to be interpreted and applied consistent with that intention.

(d) **Nonrecourse Deductions.** If the Capital Account of a Holder has a deficit balance at any time and the deficit or increase in deficit was caused by the allocation of nonrecourse deductions as defined in Section 1.704-2(b) of the Treasury Regulations, then beginning in the first taxable year of the Company in which there are nonrecourse deductions or in which the Company makes a distribution of proceeds of a nonrecourse liability that are allocable to an increase in minimum gain as defined in Section 1.704-2(d) of the Treasury Regulations and thereafter throughout the full term of the Company, the following rules shall apply:

- (1) Nonrecourse deductions shall be allocated to the Holders in a manner that is reasonably consistent with the allocations that have substantial economic effect as defined in Section 1.704-1 of the Treasury Regulations or some other significant item attributable to the property securing the nonrecourse liabilities; and
- (2) If there is a net decrease in minimum gain for a taxable year, each Holder will be allocated items of Company income and gain for that year equal to such Holder's share of the net decrease in minimum gain as defined in Sections 1.704-2(g)(2) and 1.704-2(i)(5) of the Treasury Regulations. This Section 4.7(d)(2) is intended to comply with the minimum gain chargeback requirements of such Treasury Regulations and shall be interpreted consistently with that intention.

(e) **No Interest.** No interest shall be paid by the Company on Contributions or any Capital Account balance.

4.8 Accounting Decisions. Unless otherwise provided by the Managers, the Managers shall make all decisions relating to accounting matters and may cause the Company to

make whatever elections the Company may make under the Code, including the election referred to in Section 754 of the Code to adjust the basis of Company assets.

4.9 **“Partnership Representative.”** Unless otherwise provided by the Managers, Brian Rahman shall act on behalf of the Company as the “partnership representative” for purposes of Section 6223 of the Code (the “Partnership Representative”). If on advice of counsel the Partnership Representative determines that it is in the best interests of the Holders that the final results of any administrative proceeding be appealed by the institution of legal proceedings, the Partnership Representative is hereby authorized to commence such legal proceedings in such form as it, on advice of counsel or otherwise, determines to be appropriate. If the Partnership Representative selects a forum for appeal in which it is required to deposit a proportionate share of any disputed tax before making such appeal, each Holder will be required to deposit and pay its proportionate share of such disputed tax before participating in such appeal. The Holders acknowledge that such deposit may not earn interest and that the failure to make such a deposit may preclude the Holder from pursuing any other sort of appeal by court action. The Partnership Representative shall not be liable to any other Holder for any action taken with respect to any such administrative proceeding or appeal so long as the Partnership Representative is not grossly negligent or guilty of willful misconduct. Any costs paid or incurred by the Partnership Representative in connection with its activities in such capacity shall be reimbursed by the Company. Each Holder acknowledges that any cost it may incur in connection with an audit of its income tax return, including an audit of its investment in the Company, is such Holder’s sole responsibility and obligation, and neither the Company nor the Partnership Representative shall be liable to any Holder for reimbursement or sharing of any such cost.

4.10 **Tax Allocations.** In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Holders so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value as of the date of contribution. In the event any Company asset is adjusted as a result of a revaluation pursuant to Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value as of the date of such revaluation in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder. Any election or other decision relating to such allocations shall be made by a Manager in any manner that reasonably reflects the purpose and intention of this Agreement. In addition, any allocations pursuant to this Section 4.10 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account or share of income, profits, gains, losses, expenses, deductions, credits, or other items or distributions pursuant to any provision of this Agreement for any Holder.

4.11 **Tax Withholding.** To the extent the Company is required by any state, local, federal, or foreign law or regulation to withhold or to make tax payments on behalf of or with respect to any Holder (“Tax Advances”), the Company may withhold such amounts and make such tax payments as so required. Each Holder shall furnish to the Company from time to time all such information as is required or otherwise reasonably requested by the Company (including

certificates in the form prescribed by the Code or Treasury Regulations or applicable state, local, federal, or foreign law) for the Company to ascertain whether and in what amount withholding is required in respect of such Holder. Notwithstanding the foregoing, the Company shall have no liability to any Holder for failure to request or obtain such information from any Holder, or failure to withhold in respect of any Holder who has not furnished such information to the Company. All Tax Advances made on behalf of a Holder shall be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Holder or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Holder. If a distribution to a Holder is actually reduced as a result of a Tax Advance, for all other purposes of this Agreement such Holder shall be treated as having received the amount of the distribution that is reduced by the Tax Advance. Each Holder shall indemnify and hold harmless the Company and the other Holders from and against any liability (including any liability for taxes, penalties, additions to tax, or interest) with respect to income attributable to or distributions or other payments to such Holder, other than any penalties, additions to tax, or interest that result from gross negligence, fraud, or a willful violation of any law. The obligations of a Holder set forth in this Section 4.11 shall survive the withdrawal of a Member from the Company or any Transfer of a Member's Interest.

4.12 Imputed Underpayment. If the Company pays an imputed underpayment pursuant to Section 6225 of the Code (as amended by the Bipartisan Budget Act of 2015), to the extent possible, the portion thereof attributable to a Holder shall be treated as a withholding tax with respect to such Holder under Section 4.11. To the extent that such portion of an imputed underpayment cannot be withheld from a current distribution, the Holder (or former Holder) shall be liable to the Company for the amount that cannot be so offset. The Company may elect the alternative set forth in Section 6226 of the Code (as amended by the Bipartisan Budget Act of 2015) instead of paying an imputed underpayment.

ARTICLE 5. MANAGERS

5.1 Management by the Managers. The activities and affairs of the Company shall be managed by and under the direction of managers (the "Managers") as a "manager-managed limited liability company," subject to the provisions of this Agreement.

5.2 Composition. The number of Managers shall be determined by a Majority in Interest, provided that there shall be at least one (1) Manager. A Majority in Interest may prescribe additional qualifications for Managers.

5.3 Election. Managers shall be elected by a Members majority vote.

5.4 Term. Each Manager shall serve for an indefinite term and shall hold office until a successor is elected or until the earlier death, resignation, disqualification, or removal of the Manager.

5.5 Removal. A Manager may be removed at any time, without cause and without advance notice, by unanimous vote of the Members. The death, resignation, disqualification, or

removal of a Manager does not affect the power of the Managers to function if at least one (1) Manager remains.

5.6 Disqualification. A Manager does not need to be a Member, but the dissociation of a Member who is also a Manager disqualifies the Member as a Manager.

5.7 Voting. Each Manager shall be entitled to one (1) vote on each item voted on by the Managers. Except as otherwise provided in this Agreement, the Managers shall take action by the affirmative vote of a majority of the votes present at a duly held meeting.

5.8 Meetings of the Managers. A meeting of the Managers may be called from time to time by a Majority in Interest or a Manager, to be held at the principal office of the Company or at such other place as may be designated by the Person calling the meeting, upon at least two (2) days' notice in a Record given to all Managers setting forth the date, time, and place of the meeting. The notice need not state the purpose of the meeting. If notice of the date, time, and place of a meeting of the Managers has been provided in a prior resolution of the Managers or announced at a previous meeting of the Managers, no further notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

(a) **Attendance and Waiver of Notice.** A Manager may waive notice of a meeting of the Managers. A waiver of notice by a Manager entitled to notice is effective whether given before, at, or after the meeting, and whether given in a Record, orally, or by attendance. Attendance by a Manager at a meeting is a waiver of notice of that meeting, except where the Manager objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate in the meeting after the objection.

(b) **Quorum.** A majority of the appointed Managers shall constitute a quorum for the transaction of business by the Managers. In the absence of a quorum, a majority of the Managers present may adjourn a meeting from time to time without further notice until a quorum is present. If the withdrawal of one or more Managers present leaves less than the number otherwise required for a quorum, then no further business (except adjournment) may be transacted until a quorum is reestablished.

(c) **Remote Communications.** Any meeting of the Managers may be conducted solely by one or more means of remote communication through which all of the Managers may participate with each other during the meeting, if the number of Managers participating in the meeting would be sufficient to constitute a quorum. A Manager may participate in a meeting of the Managers by means of remote communication, through which the Manager, other Managers so participating, and all Managers physically present at the meeting may participate with each other during the meeting. Participation in a meeting by any such means of remote communication constitutes presence in person at the meeting.

(d) **Other Persons at Meetings.** Only Managers shall be entitled to attend meetings of the Managers; other individuals may attend meetings of the Managers only with the approval of the Managers.

5.9 **Written Action in Lieu of Meeting.** Any action required or permitted to be taken at a meeting of the Managers may be taken by written action signed, or consented to by authenticated electronic communication, by Managers having voting power equal to the voting power that would be required to take the same action at a meeting of the Managers at which all Managers were present. The written action shall be effective when signed, or consented to by authenticated electronic communication, by the required number of Managers, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all Managers, all Managers shall be notified immediately of its text and effective date. Failure to provide the notice does not invalidate the written action. A Manager who does not sign or consent to the written action has no liability for the action or actions taken by the written action.

5.10 **Committees.** The Managers may establish committees having the authority of the Managers in the management of the Company's business and affairs. Committees shall at all times be subject to the direction and control of the Managers (except as provided in Section 322C.0905 of the Act). Except as provided in Section 322C.0905 of the Act, a committee shall consist of at least one (1) natural Person, who need not be a Manager, appointed by the Managers. Sections 5.6 to 5.10 and Article 8 shall apply to committees and members of committees to the same extent as those sections apply to the Managers. Minutes, if any, of committee meetings shall be made available upon request to other members of the committee and the Managers. The Managers may dissolve any committee or remove any member of a committee at any time, except for special litigation committees and members thereof appointed pursuant to Section 322C.0905 of the Act.

5.11 **Signing of Records to be Filed with the Secretary of State.** Any Manager is authorized to execute and file with the Minnesota Secretary of State any Record permitted or required by the Act.

5.12 **Compensation.** No Manager may receive any compensation or fees in connection with such Manager's position as a Manager, unless otherwise approved by a majority of the Members. A Manager's salary shall be computed pursuant to the attached Exhibit B.

ARTICLE 6. RECORDS

6.1 Access to Records by Managers.

(a) **Inspection of Records.** On reasonable notice, a Manager may inspect and copy during regular business hours, at a reasonable location specified by the Company, any Record maintained by the Company regarding the Company's activities, financial condition, and other circumstances, to the extent the information is material to such Manager's rights and duties under this Agreement or the Act.

(b) **Furnishing of Records.** The Company shall furnish to each Manager:

- (1) without demand, any information concerning the Company's activities, financial condition, and other circumstances which the Company knows and is material to the proper exercise of such Manager's rights and duties under this Agreement or the Act, except to the extent the Company can establish that it reasonably believes the Manager already knows the information; and
- (2) on demand, any other information concerning the Company's activities, financial condition, and other circumstances, except to the extent the demand or information demanded is unreasonable or otherwise improper under the circumstances.

The duty to furnish information under this Section 6.1(b) also applies to each Manager to the extent the Manager knows any of the information described in this Section 6.1(b). The rights and duties of each Manager under this Section 6.1(b) shall only apply while such Person is a Manager.

(c) **Costs of Records Furnished on Demand.** The Company may charge a Manager making a demand under Section 6.1(b)(2) the reasonable costs of copying, including the costs of labor and material.

6.2 Access to Records by Members. On reasonable notice, a Member may inspect and copy during regular business hours, at a reasonable location specified by the Company, any Record maintained by the Company regarding the Company's activities, financial condition, and other circumstances. The Company and the Manager shall furnish to the Members, on demand, any information known to the Company and/or the Manager concerning the Company's activities, financial condition and other circumstances.

ARTICLE 7.

TRANSFER OF INTERESTS

7.1 General Restrictions on Transfer. Except as provided in this Agreement, no Holder may Transfer all or any portion of an Interest to any other Person. Any Transfer of any Interest in violation of this Agreement shall be null and void and of no effect. Any Transferee or Substitute Member receives such Transferee's or Substitute Member's Interest subject to this Agreement and subject to any claims or offsets the Company has against the Transferor, regardless of whether those claims or offsets exist at the time of the Transfer or arise afterwards. Any Transferee desiring to make a further Transfer of all or any portion of an Interest will be subject to all of the provisions of this Article 7 to the same extent and in the same manner as any Holder desiring to make any Transfer of an Interest.

7.2 Optional Redemption Upon Transfer. In the event of a Transfer to a Person other than a Permitted Transferee, the Selling Holder shall offer to sell all (and not less than all) of the Units of the Selling Holder first to the Company and second to the remaining Members, and first the Company, and second the remaining Members (if the Company does not exercise the Company's option), shall have the option to purchase such Units pursuant to the provisions of this Agreement. In the event of a Transfer to a Person other than a Permitted Transferee, the

Selling Holder shall promptly notify in writing the Company of the Company's option to purchase all (and not less than all) of the Selling Holder's Units (the "Transfer Notice"), and the Company (by a majority of its Managers, excluding the Selling Holder as provided in Section 7.6) shall have the right to purchase all (and not less than all) of the Units of the Selling Holder by giving written notice of exercise to the Selling Holder within one hundred twenty (120) days after the Company's receipt of the Transfer Notice. If the Company fails to exercise its right to purchase the Selling Holder's Units, then one (1) or more remaining Member(s) shall have the right to purchase all (and not less than all) of the Units of the Selling Holder in proportion to their current Units by giving written notice of exercise to the Selling Holder, with a copy to the Company, within thirty (30) days after the date that is one hundred twenty (120) days after the Company's receipt of the Transfer Notice. Notwithstanding the foregoing, if the Company or the other Members learn of the occurrence of a Transfer giving rise to the options stated herein prior to their receipt of the Transfer Notice, the Company and the other Members need not wait until receipt of the Transfer Notice to exercise their respective options hereunder. Any Transfer permitted under this Section 7.2 shall not restrict or eliminate any cause of action by the Company or any Member under Section 7.1 for an improper Transfer of Interests.

(a) **Purchase Price.** In the event of a Transfer under this Section 7.2, the Purchase Price for the Units under this Section 7.2 shall be the Fair Value Per Unit as of the date of the Transfer Notice, multiplied by the number of Units to be purchased, subject to the following:

- (1) In the event the Selling Holder owes any amount to the Company that is not in dispute prior to the closing date in Section 7.2(b), the Parties agree in advance that the purchasing Party or Parties, shall, without any other specific authorization, offset against the Purchase Price (whether payable by the Company or the remaining Members) the amount owed by the Selling Holder to the purchasing Party or Parties, provided that if the Purchase Price is less than the amount owed by the Selling Holder, the Selling Holder shall remain responsible for the balance; and
- (2) In the event of a redemption by the Company under this Section 7.2, the Purchase Price shall be paid, at the option of the Company, in cash or by delivering to the Selling Holder a promissory note dated as of the closing date, at the Wells Fargo "Prime Rate" of interest as of the closing date, payable in 60 equal monthly payments. In the event of a purchase by the remaining Members under this Section 7.2, the Purchase Price shall be paid as mutually determined by the Selling Holder and the purchasing Members.

(b) **Closing.** The closing of the purchase of the Units as provided for pursuant to this Section 7.2 shall take place at the Company's principal office (or at such other place as is mutually agreed upon by the purchasing Party or Parties and the Selling Holder) on the closing date selected by the purchasing Party or Parties, in their sole discretion, but no more than the date sixty (60) days after the date of determination of the Purchase Price. At the closing, the purchasing Party or Parties shall pay the Purchase Price as set forth

herein. In exchange therefore, the Selling Holder shall sell, assign, and convey the Units, free and clear of all liens and encumbrances. The Parties hereto agree that they will carry out such acts and execute and deliver such documents as may be necessary or appropriate to carry out the other terms and conditions of the purchase.

7.3 Transferee. Upon notice to the Company, a Holder (the "Transferor") may Transfer (but may not substitute the assignee as a Substitute Member except in accordance with Section 7.4) such Holder's Units, in whole or in part, to a Permitted Transferee. Any Permitted Transferee of Units as permitted by this Section 7.3 who does not become a Substitute Member as provided in Section 7.4 (a "Transferee") shall be accorded the following rights and only the following rights, and the following shall apply notwithstanding anything to the contrary in Section 322C.0502 of the Act:

- (a) The Transferee shall be a Holder but shall not be deemed a Member with respect to such Units, the Transferor shall cease to be a Member and Holder of and with respect to such Units, and neither the Transferor nor the Transferee shall have any right to vote such Units or otherwise to participate in the management or conduct of the Company's activities by virtue of such Units.
- (b) Neither the Transferor nor the Transferee shall have any right of access to records or other information concerning the Company's activities, except in a dissolution and winding up of the Company, the Transferee shall be entitled to an accounting of the Company's transactions only from the date of dissolution.
- (c) The Transferee shall have the right to receive, in accordance with the Transfer, distributions to which the Transferor would otherwise be entitled, and shall be allocated Net Profits and Net Losses, with respect to the Units transferred.

7.4 Substitute Member. No Transferee of a Unit shall become a Member (a "Substitute Member") with respect to such Unit unless:

- (a) the Transferee is a Member who has acquired the Unit pursuant to Section 7.2 or a Permitted Transferee;
- (b) the Transfer is recorded in an instrument of assignment signed by both the Transferor and the Transferee;
- (c) if the Transferee has not already executed this Agreement or a consent substantially in the form attached hereto as Exhibit A, the Transferee has executed a consent substantially in the form attached hereto as Exhibit A and any other documents that the Managers may deem necessary or desirable in connection with such Transfer; and
- (d) the Transferor or Transferee has paid all reasonable expenses of the Company in connection with the admission of the Transferee as a Substitute Member.

Upon satisfaction of all of the foregoing conditions with respect to a Transferee, the Managers shall cause Schedule 1 to be duly amended to reflect the admission of the Transferee as a Substitute Member.

7.5 Effect of Admission as a Substitute Member. A Transferee who becomes a Substitute Member pursuant to Section 7.4 has, to the extent of the Units transferred to such Transferee, all the rights and powers of a Member with respect to such Units and is subject to the restrictions and liabilities of a Member under this Agreement.

7.6 Selling Holder's Vote. Notwithstanding any vote permitted to be cast by the Selling Holder, the Selling Holder's vote as a Manager or a Member shall not be counted to authorize or refuse to take an act to be undertaken by the Company pursuant to this Agreement with respect to the purchase of the Selling Holder's Units, and any such decision shall require approval by a majority of the Managers other than the Selling Holder, or by Members holding a majority of the Units held by Members other than the Selling Holder, as the case may be.

7.7 Non-Compliance; Limited Power of Attorney. If a Selling Holder fails to deliver any documents reasonably necessary to complete the Transfer of any Units as contemplated herein (the "Noncomplying Holder"), the other Parties may, upon completion of their obligations under Article 7, treat such Units as having been transferred to and purchased by the Company or the other Members, as the case may be, and revise the books and records of the Company and Schedule 1 accordingly. In order to carry out the intent of this Section 7.7 and comply with the provisions of this Agreement, the Noncomplying Holder shall be deemed to have granted and does hereby grant to each and every Manager, as attorney-in-fact, a limited power of attorney to transfer the Units of the Noncomplying Holder as contemplated by this Section 7.7. This limited power of attorney is a special power of attorney, coupled with an interest, and is irrevocable, shall survive and not be affected by the subsequent bankruptcy, insolvency, death, or disability of the Noncomplying Holder or the Transfer of Units by the Noncomplying Holder, including Transfers by will or intestate succession, and extends to all transferees and successors in interest.

7.8 Redemption of Units and Return of Contributions. Except as provided in this Agreement, no Holder has a right to have such Holder's Units redeemed or any Contributions returned prior to the termination of the Company.

7.9 Dissociation. No Member shall have the right to dissociate as a Member at any time prior to the dissolution or winding up of the Company, rightfully or wrongfully, and any event described in Section 322C.0602 of the Act that causes a Member to be dissociated, except for the death of a Member who is an individual, shall be wrongful.

ARTICLE 8. STANDARDS OF CONDUCT

8.1 Duty of Loyalty. The duty of loyalty set forth in Section 322C.0409, subds. 1 and 2, of the Act and the fairness defense set forth in Section 322C.0409, subd. 5, of the Act shall apply to the Managers. An act or transaction that would otherwise violate the duty of loyalty may be authorized or ratified if the material facts as to the act or transaction are fully

disclosed or known to the Members and the act or transaction is authorized or ratified in good faith by the unanimous affirmative vote of all Members or, if none of the Members is disinterested, by one (1) or more disinterested and independent Persons as may be unanimously selected by the Members.

8.2 Company Opportunities. Nothing in this Agreement shall be deemed to restrict in any manner the freedom of any Member or Manager to conduct any other business activity, or to receive compensation or profit thereof for his, her, or its own account, without any accountability or disclosure to the Company or any other Member. No Member or Manager shall be obligated to present or offer to the Company or any other Party hereunder any particular investment or business opportunity, regardless of whether the Company could take advantage of such opportunity if it were presented to the Company, and such Member or Manager may avail itself of any such opportunity for its own behalf. The Parties agree that this Section 8.2 is not manifestly unreasonable.

8.3 Duty of Care. The duty of care set forth in Section 322C.0409, subs. 1 and 3, of the Act shall apply to the Managers.

8.4 Contractual Obligation of Good Faith and Fair Dealing. The contractual obligation of good faith and fair dealing set forth in Section 322C.0409, subd. 4, of the Act shall apply to the Members and Managers.

8.5 Exculpation. No Person shall be personally liable to the Company or its Members or Holders for monetary damages for a breach of fiduciary duty by such Person as a Member or Manager of the Company; provided, however, this Section 8.5 shall not eliminate or limit the liability of a Person to the extent provided by applicable law for (a) breach of the duty of loyalty; (b) a financial benefit received by the Person to which the Person is not entitled; (c) a breach of a duty under Section 322C.0406 of the Act; (d) intentional infliction of harm on the Company or a Member; or (e) an intentional violation of criminal law. No amendment to or repeal of this Section 8.5 shall apply to or have any effect on the liability or alleged liability of any Person for or with respect to any acts or omissions of such Person occurring prior to such amendment or repeal. The Parties agree that this Section 8.5 is not manifestly unreasonable.

8.6 Non-Competition and Non-Solicitation Agreement.

(a) Each Member covenants and agrees that, so long as a Member owns any Units, and for five (5) years after termination of their status as a Member, Members and affiliates will not directly or indirectly manage, own, operate or become an employee, officer, director or independent contractor of any business (other than the business of the Company) which engages in any aspect of the business of the Company.

(b) Each Member covenants and agrees that, so long as a Member owns any Units, and for five (5) years after termination of their status as a Member, Members and affiliates will not, directly or indirectly, solicit or attempt to solicit sales of products or services that compete with products or services offered by the Company at the time of the termination of such Member's status as a Member of the Company, from any of the

Company's customers, managers, directors, officers, employees, or independent contractors.

(c) Each Member agrees that, based on their knowledge and experience, the restrictions imposed herein are reasonable in time, area, and scope and are necessary for the protection of the Company's business. No terms contained in this Section 8.6 shall be construed to decrease, alter, or otherwise affect the fiduciary duties of loyalty and care of each Member to the other Members and to the Company.

(d) It is understood and agreed that the provisions of the covenants contained in Section 8.6 shall be separate, distinct, divisible, and severable as to the scope and extent thereof and as to the territories or any parts thereof. The parties expressly agree that if said covenants, as to the extent and scope thereof or as to territories, or as to persons or any parts thereof, shall be declared or adjudicated as unenforceable, it shall not preclude the validity or enforceability of said covenants with respect to the remaining portions thereof, or as to the remaining territories or parts thereof, or of said covenants in such reduced form as a court of equity would find reasonable. The parties acknowledge that a violation of any of the provisions of the restrictive covenants set forth in Section 8.6 will cause irreparable damage to the Company, and therefore, consents that any violation of the covenants contained therein shall entitle the Company or its assigns, in addition to any other rights and remedies, to an immediate injunction restraining any violation thereof.

8.7 Non-Disclosure. The Members agree not to, directly or indirectly, disclose any Confidential Information or use any Confidential Information to the detriment of the Company for so long as such Member owns any Interest and at all times thereafter. All documents and tangible items which contain or deal in any manner with Confidential Information are the property of the Company and shall remain the exclusive property of the Company along with all copies, recordings, abstracts, notes, or reproductions of any kind made from or about the documents and tangible items or the information they contain.

ARTICLE 9. MISCELLANEOUS

9.1 Indemnification; Advance. The Company shall indemnify and advance expenses to any Person acting in the Person's "official capacity" (as defined in Section 322C.0408, subd. 1, of the Act) made or threatened to be made a party to a "proceeding" (as defined in Section 322C.0408, subd. 1, of the Act) by reason of the former or present official capacity of the Person as set forth in Section 322C.0408 of the Act; provided, however, no indemnification or advance shall be made with respect to any proceeding by or in the right of the Company.

9.2 Dissolution. The Company shall be dissolved as provided in Section 3.8(e) or in Section 322C.0701, subd. 1, clauses (3) through (6), of the Act. Upon the dissolution of the Company, the Managers shall take such actions as may be required to wind up, liquidate, and terminate the business and affairs of the Company in accordance with this Agreement and the

Act. Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the order of priority set forth in Section 4.2.

9.3 Notices.

(a) **Generally.** Except as provided in Sections 9.3(b) and 9.3(c), any notice to be given or made to the Company or any Member or Manager shall be in a Record and shall be considered to have been given when delivered personally or deposited in the mail, postage prepaid, to the address for sent to the electronic mail or facsimile number specified in the Company's books and records.

(b) **Methods of Notices of Meetings.** Notice for a meeting of the Members or Managers shall be in a Record: (1) mailed to the Member or Manager at an address designated by the Member or Manager or at the last known address of the Member or Manager; (2) deposited with a nationally recognized overnight delivery service for overnight delivery or, if overnight delivery to the Member or Manager is not available, for delivery as promptly as practicable to the Member or Manager at an address designated by the Member or Manager or at the last known address of the Member or Manager; (3) handed to the Member or Manager; (4) given by facsimile communication, electronic mail, or any other form of electronic communication, if the Member or Manager has consented in a Record to receive notice by such means (and the Members hereby consent to delivery of notices to the addresses, including electronic mail addresses, if any, set forth on Schedule 1); or (5) by any other means determined by a Majority in Interest.

(c) **Effectiveness of Notices of Meetings.** As to a notice of a meeting to a Member or Manager as set forth in Section 9.3(b), such notice is effective when given. Notice is deemed given if by: (1) mail, when deposited in the United States mail with sufficient postage affixed; (2) deposit for delivery, when deposited for delivery with delivery charges prepaid or otherwise provided for by the sender; (3) facsimile communication, when directed to a facsimile number of the Member or Manager at which the Member or Manager has consented in a Record to receive notice; (4) electronic mail, when directed to an electronic mail address of the Member or Manager at which the Member or Manager has consented in a Record to receive notice; and (5) any other form of electronic communication by which the Member or Manager has consented in a Record to receive notice, when so directed to the Member or Manager.

9.4 **Additional Documents and Acts.** Each Party agrees to execute and deliver whatever additional documents and to perform such additional acts as may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated by this Agreement.

9.5 **Waiver of Default.** No consent or waiver, express or implied, by a Party with respect to any breach or default by another Party hereunder will be deemed or construed to be a consent or waiver with respect to any other breach or default by such Party of the same provision or any other provision of this Agreement.

9.6 Amendment to Agreement and Articles of Organization. Schedule 1 to this Agreement may be amended from time to time by the Managers to reflect the issuance or Transfer of any Units in accordance with this Agreement. No other change, modification, or amendment of this Agreement or the Company's Articles of Organization shall be valid or binding unless such change, modification, or amendment shall be in writing and signed by all Members. [

9.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns. No Person may Transfer any Units, or any rights with respect thereto, except as permitted in this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable: (a) such provision or portion thereof shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision or portion thereof had never comprised a part of this Agreement; and (c) the remainder of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.9 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective permitted successors and assigns, and no other Person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise; provided, however, that this Section 9.9 shall not limit any right or obligation of a Manager under this Agreement as it exists at the time such right or obligation accrues.

9.10 Captions; Interpretation. Article, paragraph, section titles, and other headings contained in this Agreement are for convenience only and shall not be used in any way to modify, interpret, or construe the provisions of this Agreement. The Parties agree that any construction or rule of law or equity that would require or provide for interpretation of any claimed ambiguity in this Agreement against the Party that drafted it shall have no application and is expressly waived.

9.11 Governing Law. This Agreement shall be governed by, and is to be construed in accordance with, the substantive laws of the State of Minnesota, without giving effect to such state's rules regarding conflicts of laws.

9.12 Specific Performance. The Parties agree that it is impossible to measure in money the damages which will accrue by reason of a failure of a Party to perform any of the obligations under this Agreement. Therefore, if any Party shall institute any action or proceeding to enforce the provisions of this Agreement, any Party against whom such action or proceeding is brought hereby waives and agrees not to assert the defense that the plaintiff has an adequate remedy at law. Furthermore, the Parties agree that the injured Party may, in addition to any other remedies, have the right to compel specific performance of the provisions of this Agreement. In addition, a Party found in violation of this Agreement agrees to pay the reasonable attorneys' fees incurred by the Party or Parties enforcing this Agreement.

9.13 **Entire Agreement.** This Agreement, together with the Company's Articles of Organization and any exhibits or schedules attached hereto, which are incorporated herein by reference, constitutes the entire agreement by and among the Company and the Members, and supersedes all other written, oral, or implied agreements, arrangements, and understandings among the Company and the Members, regarding the formation, operation, and continuation of the Company and the relations among and between the Company and the Members.

9.14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Company and the undersigned Existing Members have executed this Agreement as of the Effective Date.

COMPANY:
RAHMAN & ASSOCIATES, LLC

By: _____
Name: Brian Rahman
Title: Manager

CURRENT MEMBERS:
Heartland Haven Inc.

By: Brian Rahman, president

Arden Beachy

[Signature page to Operating Agreement]

**SCHEDULE 1
TO
OPERATING AGREEMENT**

(As of January 1, 2022)

Holder Name and Contact Information	Contribution	No. of Units	Interest (% of Total Units)
Heartland Haven, Inc.	\$150,000	8,000	80%
Arden Beachy	\$37,500	1,000	10%
TOTAL:	\$187,500	10,000	100%

**EXHIBIT A
TO
OPERATING AGREEMENT
CONSENT**

THIS **CONSENT** is executed as of the date set forth below by the undersigned as is required pursuant to that certain Operating Agreement of Rahman & Associates, LLC, dated effective January 1, 2022, as may be amended from time to time (the "Agreement").

The undersigned hereby agrees to be subject to all of the provisions of the Agreement and understands that the Agreement is a legally binding agreement. Upon execution, the undersigned shall be deemed to be a Member and/or a Substitute Member (as applicable) of Rahman & Associates, LLC, and, with the exception of the addition of the undersigned, all other provisions of the Agreement shall remain in full force and effect. This Consent shall be applicable with respect to all "Units" (as such term is defined in the Agreement) now owned or held or hereafter acquired by the undersigned. The undersigned hereby represents and warrants that the number of Units which the undersigned expects to receive, whether by issuance or transfer, is as follows:

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date set forth below.

If entity:

Date: _____

By: _____
Name: _____
Title: _____

If individual:

Date: _____

Name: _____

Agreed and accepted:

RAHMAN & ASSOCIATES, LLC

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT B
BRIAN RAHMAN MANAGER COMPENSATION

The manager's compensation may be determined as follows:

- a. If the average monthly gross revenues of the preceding three months does not exceed \$250,000.00, the manger's annual base salary shall be \$100,000.00.
- b. If the average monthly gross revenues of the preceding three months is between \$250,000.00-\$415,999.00, the manager's annual base salary shall be \$120,000.00.
- c. If the average monthly gross revenues of the preceding three months is between \$416,000.00-\$666,999.00, the manger's annual base salary shall be \$140,000.00.
- d. If the average monthly gross revenues of the preceding three months is between \$667,000.00-\$832,999.00, manager's annual base salary shall be \$160,000.00.
- e. If the average monthly gross revenues of the preceding three months is between \$883,000.00-\$1,166,999.00, the manager's annual base salary shall be \$180,000.00.
- f. If the average monthly gross revenues of the preceding three months exceeds \$1,167,999.00, the manager's annual base salary shall be \$200,000.00.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Rahman & Associates, LLC
Date Filed:	08/03/2016
File Number:	896608300033
Minnesota Statutes, Chapter:	322C
Home Jurisdiction:	Minnesota

This certificate has been issued on:	03/11/2022
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A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: September 14, 2022
3. AGENDA TITLE:
Public Hearing & First Reading - Zoning Ordinance Amendment to Title IV of the
City Ordinances allowing for campgrounds within the A: Agricultural District.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
On August 1, 2022, the City Commission directed staff to draft an amendment to
the City's zoning ordinance that would accommodate the land use of
"campgrounds," a use which is not currently permitted within any zoning district. In
accordance with this direction, staff has drafted a zoning amendment which would
add Campgrounds and RV Parks to the list of allowable conditional uses within the
A (Agricultural) zoning district. The draft ordinance includes a number of use-
specific standards that would also apply to Campgrounds and RV Parks. At their
September 13 meeting, the Planning & Zoning Commission recommended
approval of the amendment.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
N/A.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold Public Hearing and First Reading of the Zoning Ordinance Amendment.

STAFF REPORT

A22-16 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment relating to Campgrounds within the Agricultural Zoning District	
Applicant: City of West Fargo	Staff Contact: Aaron Nelson
Planning and Zoning Commission Public Hearing:	09/13/2022
City Commission Public Hearing & 1st Reading:	09/19/2022
City Commission 2 nd Reading:	

PURPOSE:

Amend Title 4 of the City Ordinances (zoning code) to add Campgrounds and RV Parks to the list of Conditional Uses within the A (Agricultural) zoning district, as per direction by the City Commission for staff to draft a proposed amendment to accommodate campgrounds at the Red River Valley Fairgrounds.

DISCUSSION AND OBSERVATIONS:**Background Information:**

- The Red River Valley Fair Association (RRVF Association) would like to expand its existing campground, located outside of City limits within the City's extraterritorial zoning jurisdiction at the fairgrounds.
- According to the RRVF Association, the existing campground was constructed by Cass County in 1971 and was subsequently sold to the RRVF Association.
- Campgrounds are not permitted within any zoning district of the City of West Fargo.
- As the existing campground predates the City exercising its extraterritorial zoning jurisdiction, it is considered to be a "nonconforming use" and is grandfathered as existing, but not allowed to be expanded.
- Cody Cashman, CEO of the RRVF Association, addressed the City Commission on June 6, 2022 to request that the City initiate an ordinance amendment to accommodate campground facilities within the City's zoning regulations. The City Commission voted to have Mr. Cashman host two public meetings regarding his proposed expansion of the campgrounds prior to the City Commission taking any action on his request to initiate an ordinance amendment.
- Mr. Cashman held two open houses on Tuesday, June 21 at 1pm and 5pm at the Red River Valley Fairgrounds, attended by three residents who live adjacent to the fairgrounds. Concerns were raised regarding potential quality of life impacts to neighborhoods adjacent to the fairgrounds. Some of the specific concerns raised related to potential noise, impacts to adjacent property values, transient/temporary housing, and impacts/costs for emergency services. Discussion was had regarding potential alternative locations for the RRVF Association's proposed new campground. Attendees were not necessarily opposed to a new campground in general, but were opposed to a campground adjacent to their existing neighborhood. Following the open house meetings, staff connected two additional residents with Mr. Cashman regarding their concerns with the RRVF Association's plans for campground expansion.
- Mr. Cashman appeared again before the City Commission on August 1, 2022 to report back regarding the open houses and to continue discussion regarding his request to initiate a zoning ordinance amendment. Commissioners shared some of their thoughts and concerns regarding the proposal. Discussion was had regarding potential alternatives to the location/layout proposed by the RRVF Association as well as the potential for transient workers to utilize the campgrounds for temporary housing. Mr. Cashman reported that a large percentage of their current campground is

STAFF REPORT

utilized for temporary housing (such as for traveling nurses) and that they are at capacity and have to turn away 15-20 people per day. Commissioners discussed the potential demand for temporary housing in relation to the FM Diversion project and Cass County's partnership with the RRVF Association in funding the proposed campground expansion. After discussion, the City Commission voted 4-1 to have City staff work with Mr. Cashman on a potential zoning text amendment.

Proposal:

- Based on this direction, staff has drafted the attached amendment. The amendment would add Campgrounds and RV Parks to the list of conditional uses within the A (Agricultural) zoning district, the district within which the Fairgrounds are located.
- Conditional uses are those uses that, because of their nature, may only be suitable in certain locational contexts and/or that may only be suitable when arranged or operated in a particular manner. As such, they are not permitted by-right but rather require review and approval by the City to ensure compatibility at the proposed location. To this end, special conditions may be placed on the approval of a Conditional Use Permit in order to address potential impacts. Such conditions may include (but are not limited to) things like buffering, screening, fencing, limitations on time/manner of operations, etc.
- In addition to requiring a Conditional Use Permit, the proposed text amendment would require the following:
 - Campgrounds and RV parks would be restricted to areas outside of the City within the City's extraterritorial zoning jurisdiction—they would not be allowed within the City's corporate limits.
 - Applicants would be required to provide a plan for managing the noise and any activities at the site as part of the application process.
 - Campgrounds and RV parks must be licensed by the State and meet all State standards prescribed by law (see attached standards).
 - Campgrounds and RV parks would be required to have an onsite manager.
- Within North Dakota, campgrounds and RV parks are licensed and regulated by the State, similar to how mobile home parks are regulated. Specifically, North Dakota Department of Health's Food and Lodging Division is responsible for licensing and inspecting campgrounds and RV parks within West Fargo and Cass County. These regulations cover such items as utility hook-ups (sewer, water, electricity), access roads, lighting, sanitation, toilets, playgrounds, etc. These regulations are attached.
- **It should be noted that the draft amendment, if approved, would not confer the RRVF Association (or anyone) with the right to construct and operate a campground/RV park. The amendment, as written, would only provide the opportunity for the RRVF Association to apply for such approval through the Conditional Use Permit process. If the amendment is approved, the RRVF Association would need to apply for Conditional Use Permit to be reviewed and considered by the Planning & Zoning Commission and City Commission based on the merits of their specific proposal.**
- The draft zoning amendment has been reviewed by City staff as well as staff from Cass County Highway/Engineering, Planning, and Sheriff's offices.

NOTICES:

Sent to:	Notice in the newspaper and to City Departments. Staff also solicited comments from Cass County.
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Comments Received:

STAFF REPORT

- As of the writing of this staff report, no public comments have been received regarding the draft zoning ordinance amendment. (However, as discussed in the section above, there have previously been comments from the public resulting from the RRVF Association's open house meetings in July regarding the RRVF Association's specific proposal for campground expansion.)

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

- The A (Agricultural) zoning district can be viewed as a transitional zoning district, preserving the City's future growth area until such time that areas are ready for urbanized development and the establishment of a more permanent zoning district. The stated intent of the A district is to "establish and preserve areas for agricultural uses, wherein certain recreational, residential, and public activities which do not significantly change the natural character of the land are permitted."
- From a long-range planning perspective, campgrounds and RV parks are low-intensity in nature and generally found in rural areas. These land uses are relatively easy to redevelop into urban land uses as the City grows and as market conditions and demand for alternative land uses change over time.
- The proposed amendment does not make major substantive changes to the existing ordinances. Campgrounds and RV Parks are similar in nature to existing conditional uses allowed within the A (Agricultural) zoning district, such as fairgrounds, airports, archery ranges, gun clubs, above ground petroleum storage tanks, etc.
- While the Comprehensive Plan does not speak to campgrounds and RV parks specifically, these uses may indirectly relate to general economic development goals:
 - Campgrounds and RV parks provide temporary lodging for tourists and visitors to the community, which may help to grow retail sales.
 - In addition to providing recreational opportunities, campgrounds and RV parks can also provide temporary housing (during warmer months) for traveling/temporary workers who contribute to the local economy.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their September 13, 2022 meeting, the Planning & Zoning Commission recommended approval of the proposed zoning ordinance amendment.

UPDATE – SEPTEMBER 14, 2022

- The public hearing at the September 13, 2022 Planning & Zoning Commission was attended by a handful of interested individuals, three of whom provided testimony in opposition of the draft zoning ordinance amendment.
- Concerns raised during the public hearing include potential adverse impacts on existing residential properties (such as blighted conditions of the campsites, headlights from traffic, smoke from bonfires, noise), concerns over transient/temporary housing and potential crime (such as human trafficking & drug use), and adverse effects on residential property values adjacent to campgrounds.
- After discussion, the Planning & Zoning Commission voted 4-1 to recommended approval of the proposed zoning ordinance amendment to the City Commission.
- Following the Planning & Zoning Commission meeting, the draft ordinance was revised to include a requirement that campgrounds/RV Parks be located at least 500 feet from residential areas.

STAFF REPORT

RECOMMENDATIONS:

Hold public hearing and approve first reading of the zoning ordinance amendment on the basis that it is consistent with City plans and ordinances.

Attachments:

- Zoning Ordinance Amendment
- ND Century Code Chapter 23-10 – Mobile Home Parks, Trailer Parks, and Campgrounds
- ND Administrative Code Chapter 33-33-02 – Trailer Park and Campground Rules

ORDINANCE NO. 1215

AN ORDINANCE TO AMEND AND REENACT CHAPTER 4-200 AND 4-421.3 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO TO DEFINE CAMPGROUND, RECREATIONAL VEHICLE AND RECREATIONAL VEHICLE PARK AND TO ALLOW CAMPGROUNDS AND RECREATIONAL VEHICLE PARKS AS A CONDITIONALLY PERMITTED USE IN THE "A" AGRICULTURAL DISTRICT.

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

SECTION 1. Chapter 4-200 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding the definitions of "Campground," "Recreational Vehicle," and "Recreational Vehicle Park" as follows:

CAMPGROUND: Any parcel of land intended for temporary occupancy by Recreational Vehicles or tents, not including mobile homes, and which is licensed by the State of North Dakota in accordance with State law, as amended from time to time.

RECREATIONAL VEHICLE: A motor vehicle or trailer that includes living quarters designed for temporary accommodations, including motorhomes, campervans, coaches, travel trailers, fifth wheel trailers, popup campers and truck campers. The term does not include sleepers attached to commercial vehicles such as semi-tractors or mobile/manufactured homes.

RECREATIONAL VEHICLE PARK: Any parcel of land intended for temporary occupancy by recreational vehicles, not including mobile homes, and which is licensed by the State of North Dakota in accordance with State law, as amended from time to time.

SECTION 2. Section 4-421.3 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-421.3. Conditionally Permitted Uses. Any conditional use located in this district ~~shall be sited on a separately platted parcel in accordance with the subdivision regulations of the City of West Fargo, and the use shall not be one to which the noise, odor, dust, or chemical residues of commercial agriculture or horticulture might result in creation or establishment of a nuisance or trespass.~~ The following conditional uses maybe located in the A District subject to the provisions and requirements hereinafter imposed for each use and subject further to review and approval by the City as required by Section 4-550 of this Ordinance:

1. Agricultural service establishments primarily engaged in performing agricultural, animal husbandry, or horticultural services on a fee or contract basis including, but not limited to hay-baling and threshing; horticultural services; crop dusting; grain cleaning and drying; harvesting and plowing; milling and storage of grain; veterinary services; boarding and training of horses; and roadside stands for the sale of agricultural produce grown on the site.
 - a. An agricultural service establishment shall be incidental and necessary to the conduct of agriculture within the district.
 - b. All agricultural service establishments shall be located at least 100 feet from any driveway affecting access to a farm dwelling or field and at least 500 feet from any single-family dwelling.
 - c. All agricultural service establishments shall be screened on the perimeter of the establishment by a solid fence, wall, or natural vegetation not less than six feet in height.
2. Churches, religious institutions and places of worship, cemeteries, airports, fairgrounds, archery ranges, gun clubs, schools, local government buildings and facilities, and government-owned facilities for the maintenance of roads and highways when necessary to serve the immediate vicinity.
3. Non-farm single-family residential dwellings may be permitted on lots or parcels of land for which a deed has been recorded in the office of the Cass County Register of Deeds upon or prior to September 3, 2018, or a lot or parcel of land that would have been a lot of record if the document conveying the lot had been recorded on the date of its execution, provided they meet all applicable standards and requirements of this Ordinance and all other applicable city, township, and county regulations and ordinances, subject to the following:
 - a. The property shall be platted in accordance with the subdivision regulations of the City of West Fargo.
 - b. Each lot developed shall contain no more than one (1) single-family home.
 - c. Each lot developed shall be a minimum of one acre in area. A larger plot size may be required by the City if necessary for the safe operation of individual wells and septic systems.

- d. The driveway serving the property shall meet City access standards.
 - e. All non-farm residential buildings shall be set back a minimum of 300 feet from the nearest farm building.
- 4. Above ground petroleum storage tanks. Such above ground petroleum storage tanks are prohibited in all other districts other than the A and M Districts.
- 5. Non-farm Single-family residential dwellings and accessory structures on lots created or platted after September 3, 2018, under the following conditions:
 - a. The property is platted in accordance with the subdivision regulations of the City of West Fargo.
 - b. The property is developed at a minimum of one (1) acre in area with a larger plot size required by the City if necessary for the safe operation of individual wells and septic systems.
 - c. The property is less than forty (40) acres in size, the property has a deed restriction recorded against it and the surrounding quarter-quarter section of land or legal lot of record to prohibit further development of non-farm single family residential dwellings. The deed restriction shall be in a form as approved by the City Planner, City Attorney, and President of the Board of City Commissioners and will terminate/release only at the time of rezoning, or accompanied by an area plan, annexation by the City of West Fargo, or release of the property from the zoning authority of the City of West Fargo.
- 6. Landscaping businesses, greenhouses, and plant nurseries.
- 7. Temporary or permanent industrial wood burners, including air curtain destructors, subject to the following conditions:
 - a. For a permanent site, the site is fenced with a sight obscuring fence and screened if necessary to keep materials out of sight.
 - b. The site is located a minimum of 2,640 feet from any residential or neighboring business structure.
 - c. The waste wood products may not be stored on the site for more than two (2) months. For a permanent site, all waste wood products on site must be

disposed of within a two (2) month period. At the time the site is completely cleared, another two-month cycle of storage may begin. An extension to the two-month period may be granted by the Fire Chief during the high fire risk times when burning is not allowed.

- d. The use has received State Health Department and local Fire Department approval.
 - e. A permit for a temporary site may not exceed sixty (60) days, and only two (2) temporary permits may be granted for the same site in any year. The 60-day period may be extended by the Fire Chief if during that period burning is not allowed because of high risk conditions.
 - f. Other conditions as deemed necessary.
8. Animal kennels and shelters.
9. Seasonal sale of retail goods.
10. Campgrounds and Recreational Vehicle Parks when located outside of City Limits, within the City's extraterritorial jurisdiction under the following conditions:
- a. Campgrounds and Recreational Vehicle Parks must have an onsite manager.
 - b. The applicant must provide a plan for managing the noise and any activities at the site to the City as part of its application.
 - c. The site must be located a minimum of 500 feet from any residentially zoned area
 - d. Other conditions as deemed necessary.

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:

CHAPTER 23-10

MOBILE HOME PARKS, TRAILER PARKS, AND CAMPGROUNDS

23-10-01. Definitions. (Effective through August 31, 2022)

In this chapter, unless the context or subject matter otherwise requires:

1. "Campground" means any parcel of land containing three or more lots intended for occupancy by recreational vehicles or tents.
2. "Department" means the state department of health.
3. "Lot" means any piece of land of required size intended for occupancy by a mobile home, recreational vehicle, or tent.
4. "Mobile home" means any relocatable manufactured, modular, or prefabricated structure or unit that is designed to be used as residential living quarters. The term does not include a recreational vehicle.
5. "Mobile home park" means any parcel of land containing three or more lots intended for occupancy by mobile homes.
6. "Person" means any individual, firm, trust, partnership, public or private association, corporation, or limited liability company.
7. "Recreational vehicle" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or towed by another vehicle. The term includes the following:
 - a. An independent recreational vehicle containing toilet and lavatory facilities.
 - b. A dependent recreational vehicle, which contains either toilet or lavatory facilities or having neither facility.
8. "Recreational vehicle park" means a parcel or tract of land under the control of a person, organization, or government entity where three or more lots are offered for use by members of the public or an organization for rent or lease, including park-owned recreational vehicles held out for rent or lease. A recreational vehicle park is primarily designed to accommodate recreational vehicles.

Definitions. (Effective after August 31, 2022)

In this chapter, unless the context or subject matter otherwise requires:

1. "Campground" means any parcel of land containing three or more lots intended for occupancy by recreational vehicles or tents.
2. "Department" means the department of health and human services.
3. "Lot" means any piece of land of required size intended for occupancy by a mobile home, recreational vehicle, or tent.
4. "Mobile home" means any relocatable manufactured, modular, or prefabricated structure or unit that is designed to be used as residential living quarters. The term does not include a recreational vehicle.
5. "Mobile home park" means any parcel of land containing three or more lots intended for occupancy by mobile homes.
6. "Person" means any individual, firm, trust, partnership, public or private association, corporation, or limited liability company.
7. "Recreational vehicle" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or towed by another vehicle. The term includes the following:
 - a. An independent recreational vehicle, containing toilet and lavatory facilities.
 - b. A dependent recreational vehicle, which contains either toilet or lavatory facilities or having neither facility.
8. "Recreational vehicle park" means a parcel or tract of land under the control of a person, organization, or government entity where three or more lots are offered for use by members of the public or an organization for rent or lease, including park-owned recreational vehicles held out for rent or lease. A recreational vehicle park is primarily designed to accommodate recreational vehicles.

23-10-02. Department to make regulations - Compliance.

The department shall have general supervision over the health, safety, sanitary condition, and legal compliance as outlined in this chapter of all mobile home parks, recreational vehicle parks, and campgrounds in this state and may promulgate and enforce appropriate rules and regulations in accordance with chapter 28-32. All mobile home parks, recreational vehicle parks, and campgrounds constructed after July 1, 1977, must be constructed in accordance with the requirements of this chapter and the rules and regulations promulgated at the time of construction. All mobile home parks, recreational vehicle parks, and campgrounds constructed before July 1, 1977, shall meet the requirements of this chapter by July 1, 1985. All mobile home parks, recreational vehicle parks, and campgrounds shall meet rules and regulations duly promulgated after construction of the park or campground within eight years after the effective date of the rule or regulation.

23-10-02.1. Department authorized to accept local enforcement and inspection.

The department shall accept state, federal, city, or county enforcement of local sanitation, safety, zoning, and inspection requirements in lieu of the enforcement of sanitation, safety, and inspection requirements of the department under this chapter if the department determines that the state, federal, city, or county requirements meet or exceed the requirements of this chapter and any rules and regulations promulgated under this chapter. Before accepting state, federal, city, or county enforcement of local requirements, the department shall determine that the state, federal, city, or county requirements meet or exceed the requirements of this chapter and any rules and regulations promulgated under this chapter.

23-10-03. License required - Application.

1. A person may not establish, maintain, change use, mix use, or enlarge a mobile home park, recreational vehicle park, or campground in this state without first obtaining a license from the department.
2. The application for the license must be made in writing to the department and must state the location and type of the mobile home park, recreational vehicle park, or campground, the proposed water supply, the proposed method of sewerage and garbage disposal, and such other information as may be required by the department. Application forms must be prepared by the department and distributed upon request.
3. The department may not issue a license under this section if the proposed mobile home park, recreational vehicle park, or campground would prevent, interfere, or restrict proposed private development that is actively being pursued.
4. The department shall waive the license fee for any mobile home park, recreational vehicle park, or campground owned by the state, a municipality, or a nonprofit organization. The department shall waive all or a portion of the license fee for any mobile home park, recreational vehicle park, or campground that is subject to local sanitation, safety, and inspection requirements accepted by the department under section 23-10-02.1. A prorated annual license fee may be charged for new mobile home parks, recreational vehicle parks, and campgrounds. The health council may adopt rules establishing the amount and the procedures for the collection of annual license fees. The fees must be based on the cost of reviewing construction plans, conducting routine and complaint inspections, reinspection, and necessary enforcement action. License fees collected pursuant to this section must be deposited in the department's operating fund in the state treasury and any expenditure from the fund is subject to appropriation by the legislative assembly.

23-10-04. Inspection.

The department shall inspect the premises as soon as practical after receiving an application for a mobile home park, recreational vehicle park, or campground license. If the department is satisfied from the application and inspection that the mobile home park, recreational vehicle park, or campground will not be a source of danger to the health and safety of the occupants or the general public, the department shall notify the applicant of approval of

the application and of the amount of the license fee. The department must have access to and may inspect mobile home parks, recreational vehicle parks, and campgrounds at reasonable times. The department may inspect each mobile home park, recreational vehicle park, and campground in response to a complaint, violation of state law, or on a routine schedule determined by the department.

23-10-05. License fees.

Repealed by S.L. 2005, ch. 32, § 19.

23-10-06. License issuance - Fee.

An applicant seeking licensure shall apply to the department on forms prescribed by the department. The applicant shall enclose with the application an application fee as determined by rule. The department shall issue a license to an applicant who meets all of the requirements of this chapter and any rules adopted by the health council.

23-10-06.1. License renewal.

1. A license issued under this chapter expires on December thirty-first of each year.
2. A license may be renewed by December thirty-first by submitting a renewal application, a renewal fee established rule, provided the licensee is in compliance with this chapter and any rules established by the health council.
3. If the renewal application and renewal fee are not received by December thirty-first, the license expires and the licensee may not operate.
4. Within sixty days after December thirty-first, an expired license may be renewed by submitting the renewal application, renewal fee, and a late fee. The late fee is equal to fifty percent of the license fee.
5. If the renewal application, renewal fee, and late fee are not received within sixty days after December thirty-first, the department may not renew the license, and the applicant shall apply and meet the requirements for licensure to be granted a license.
6. The department may extend the renewal deadline for applications providing proof of hardship rendering the applicant unable to meet the deadline.
7. The department may not renew a license if the mobile home park, recreational vehicle park, or campground is not actively conducting business at the site, and the applicant shall apply and meet the requirements for licensure to be granted a license.

23-10-06.2. License transferability.

The department shall transfer a license without charge if the proposed new owner applies in writing for a transfer of the license and certifies that the mobile home park, recreational vehicle park, or campground will be operated in accordance with this chapter.

23-10-07. Sanitation and safety.

Every mobile home park, recreational vehicle park, and campground must be operated with strict regard for the health, safety, and comfort of its occupants. The following sanitary and safety regulations must be followed:

1. Location: Every mobile home park must be established and maintained upon dry, well-drained ground. Any natural sinkholes or collection or pool of water must be artificially drained and filled. Recreational vehicle park and campground lots must be established and maintained upon dry, well-drained spaces.
2. Drinking water supply: An adequate supply of potable and safe drinking water must be provided. The operator of a mobile home park, recreational vehicle park, or campground shall supply drinking water at the mobile home park, recreational vehicle park, or campground which is obtained from an approved source that is a public water system or a nonpublic water system that is constructed, maintained, and operated according to law.
3. Towels: The placing of roller cloth towels for public use in any washroom or place within a mobile home park, recreational vehicle park, or campground is prohibited.

Individual cloth towels, cloth towels provided in mechanical dispensers, individual paper towels, or roller paper towels must be placed for use.

4. Toilets: Modern sanitary flush toilets must be provided where a sewer connection is available. If a sewer connection is not available, sanitary flyproof privies must be maintained. All toilets and privies must be kept in a clean, sanitary condition. Separate toilets and privies must be provided for each sex. No privy or cesspool may be located less than one hundred feet [30.48 meters] from any well, kitchen, or sleeping quarters.
5. Garbage: All garbage and refuse must be stored in durable, cleanable, insect- and rodent-resistant containers, and the contents removed and disposed of at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents. All buildings within the mobile home park, recreational vehicle park, or campground must be screened against flies and kept in a clean and sanitary condition.
6. Plumbing installations: All plumbing installations in a mobile home park, recreational vehicle park, or campground must be made in accordance with the state plumbing code and state laws.
7. Electrical installations: All electrical installations in a mobile home park, recreational vehicle park, or campground must be made in accordance with the state electrical code.
8. Streets and roadways: Each mobile home park, recreational vehicle park, and campground must have roadways or streets wide enough to facilitate the movement of traffic within the park or campground.
9. Lighting: Each mobile home park, recreational vehicle park, and campground must have adequate lighting as set forth in rule.
10. Fire protection: Each mobile home park, recreational vehicle park, and campground must have adequate fire protection in accordance with the state fire code.
11. Playgrounds: Each mobile home park containing twenty-five or more lots shall provide playground space equivalent to one lot for every twenty-five lots in the park.
12. Multiple-story parks: A multiple-story mobile home park or trailer park may not be constructed in this state.

23-10-07.1. Service fees.

Service fees that reasonably reflect the cost of the service provided in a mobile home park, recreational vehicle park, or campground may be charged. Fees may not be charged unless a service is actually provided.

23-10-08. Sickness in motor or trailer courts - Penalty for failure to report.

Repealed by S.L. 1975, ch. 106, § 673.

23-10-09. Occupancy record.

The owner or manager of a mobile home park, recreational vehicle park, or campground shall maintain a current record of the names of the occupants of the park or campground.

23-10-10. Posting rules and regulations.

The owner or manager of a licensed mobile home park, recreational vehicle park, or campground conspicuously shall post or distribute a digital or hard copy of the relevant rules and regulations to each tenant in the park. Material required to be distributed or posted under this section must be provided by the department free of charge.

23-10-10.1. Requirement of emergency response procedures.

The owner of a mobile home park, recreational vehicle park, or campground shall establish a procedure for responding to emergencies and complaints. The procedure must include the ability to reach a person who has the authority to perform, or direct the performance of, duties imposed on the owner under this chapter. The procedure must be posted conspicuously in the

mobile home park, recreational vehicle park, and campground or a copy must be provided to the tenants in writing.

23-10-11. Ejection from premises.

The owner or manager of a mobile home park, recreational vehicle park, or campground may eject any person from the premises for nonpayment of charges or fees for accommodations, for a violation of law, for disorderly conduct, for a violation of any regulation of the department, or for a violation of any reasonable rule of the mobile home park, recreational vehicle park, or campground which is publicly posted within the park or campground.

23-10-12. Revocation of license - Penalty for operating without license.

The department may deny an application or take disciplinary action, up to and including revocation, against any applicant or licensee upon the failure of the applicant or licensee to comply with this chapter or with any of the rules adopted by the health council and regulations promulgated by the department. Before the department takes disciplinary action against a license, the department shall notify the licensee in writing of the reason disciplinary action is being considered and shall provide a reasonable amount of time for correction to be made. Action taken under the authority granted in this section must comply with chapter 28-32. Any person who maintains or operates a mobile home park, recreational vehicle park, or campground without first obtaining a license, or who operates the same after revocation of the license, is guilty of an infraction.

23-10-13. Change in use or closure of mobile home park.

If the owner of a mobile home park applies for the rezoning of a park, the owner shall post a notice of the proposed rezoning in the park at least five days before the public hearing on the rezoning. In addition, the owner of a mobile home park shall notify all tenants in that park in writing of a change in use at least one hundred eighty days before the change in use. A change in use is a change in the park that would alter any portion of the park which is used to lease to mobile home owners so that the portion will no longer be leased to mobile home owners. The owner or manager may not increase rent within ninety days before giving notice of a change in use for the portion of the park to which the change will apply.

23-10-14. Mobile home security deposit.

The amount of a security deposit may not be modified after the initial lease agreement between a mobile home park owner and a tenant has been executed by both parties.

CHAPTER 33-33-02 TRAILER PARK AND CAMPGROUND RULES

Section

33-33-02-01	Definitions
33-33-02-02	Application for License
33-33-02-03	Spacing Requirements
33-33-02-04	Facilities Provided
33-33-02-05	Noxious Plant and Animal Control
33-33-02-06	Maintenance of Service Buildings
33-33-02-07	License Fees

33-33-02-01. Definitions.

As used in this chapter:

1. "Recreational vehicle" means a travel trailer.
2. "Service building" means a structure housing shower, bath, toilet, lavatory, and such other facilities as may be required by the North Dakota state plumbing code.
3. "Tent" means a collapsible shelter of canvas or other fabric stretched and sustained by poles and used for camping outdoors.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-01

33-33-02-02. Application for license.

A complete scaled plan and list of specifications for new construction or for altering or enlarging of an existing trailer park or campground must be submitted to the department for approval. The application must contain the following:

1. A legal description of property and a description of the site location with regard to highways, streets, and landmarks.
2. Name and address of developer.
3. Name and address of architect, engineer, or designer.
4. The area and dimensions of the site.
5. The number, location, and dimensions of all trailer or campground lots and detail of each typical lot for each trailer or tent.
6. The location and width of roadways, automobile parking facilities, and walkways, including whether they are paved, blacktopped, graveled, etc.
7. The location and details of service buildings and any other proposed structures.
8. The location and details of lighting and electrical systems.
9. The location and specifications of the water supply, sewer, and refuse disposal facilities; including approved soil testing results and details of wells, pumping stations, and service riser pipes.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-03

33-33-02-03. Spacing requirements.

1. No tent, recreational vehicle, or other attachment may be located within ten feet [3.05 meters] of any other tent, recreational vehicle, or part thereof. No recreational vehicle or tent in a trailer park or campground may be located as to create a hazard to the recreational vehicle or tent or restrict emergency vehicles and personnel from performing necessary services.
2. Streets must be of adequate widths to accommodate the contemplated parking and traffic load in accordance with the type of street. In all cases, streets must meet the following minimum requirements:

a. Two-way streets with parking on both sides	34 feet	[10.36 meters]
b. Two-way streets with parking on one side only	27 feet	[8.23 meters]
c. Two-way streets without parking	24 feet	[7.32 meters]
d. One-way streets with parking on both sides	27 feet	[8.23 meters]
e. One-way streets with parking on one side only	18 feet	[5.49 meters]
f. One-way streets without parking	14 feet	[4.27 meters]
3. The street system must give an unobstructed access to the public street, highway, or access road.
4. Tenting areas must be designated for tents only.

History: Effective August 1, 1988; amended effective July 1, 2004.

General Authority: NDCC 23-10-02, 23-01-03(3)

Law Implemented: NDCC 23-10-07

33-33-02-04. Facilities provided.

1. Conversion of a mobile home park, trailer park, or campground from one type to another must be approved by the department.
2. Streets must be lighted to provide a minimum of one-tenth foot-candle [1.09 lux] throughout the street system. Potentially hazardous locations, such as major street intersections and steps or stepped ramps, must be individually illuminated with a minimum of three-tenths foot-candles [3.23 lux].
3. Where provided, electrical service outlets must be adequate and approved.
4. Where provided, individual sewer connections must be adequate and approved. Recreational vehicle waste disposal stations, watering stations, and service building facilities must be provided and constructed in accordance with the North Dakota state plumbing code.
5. A certification from the electrical and plumbing installer, stating all installations were made in accordance with state codes, is required before issuance of the trailer park or campground license.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-07

33-33-02-05. Noxious plant and animal control.

1. The grounds, buildings, and structures of a trailer park or campground must be maintained free of harborage for insects, rodents, and other vermin. Extermination methods and other measures to control insects and rodents must conform with the requirements of the department.
2. All areas must be maintained free of accumulations of debris; the growth of brush, weeds, and grass must be controlled to prevent harborage or breeding places for noxious insects and vermin. Trailer parks and campgrounds must be so maintained as to prevent the growth of noxious weeds considered detrimental to health.
3. Storage areas must be maintained so as to prevent rodent harborage; lumber, firewood, pipe, and other building materials must be stored neatly at least one foot [.3 meter] above the ground.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-07

33-33-02-06. Maintenance of service buildings.

1. Service buildings, sinks, toilets, and other equipment must be kept in a clean and sanitary condition and in good repair at all times.
2. Toilet tissue must be provided and conveniently located in each toilet room.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-07

33-33-02-07. License fees.

The department shall charge the following fees for licenses to operate trailer parks or campgrounds in this state:

1. For a trailer park or campground containing at least three but not more than ten lots, ninety dollars.
2. For a trailer park or campground containing at least eleven but not more than twenty-five lots, one hundred thirty-five dollars.
3. For a trailer park or campground containing at least twenty-six but not more than fifty lots, one hundred seventy-five dollars.
4. For a trailer park or campground containing at least fifty-one but not more than one hundred lots, two hundred twenty dollars.
5. For a trailer park or campground containing at least one hundred one but not more than one hundred fifty lots, two hundred seventy dollars.
6. For a trailer park or campground containing at least one hundred fifty-one but not more than two hundred lots, three hundred twenty dollars.
7. For a trailer park or campground containing at least two hundred one but not more than two hundred fifty lots, three hundred seventy dollars.

8. For a trailer park or campground containing more than two hundred fifty lots, four hundred twenty dollars.

The department shall waive the license fee for any trailer park or campground owned by the state, a municipality, or a nonprofit organization.

History: Effective January 1, 2006; amended effective April 1, 2008; January 1, 2014.

General Authority: NDCC 23-01-03

Law Implemented: NDCC 23-10-07



To: City Commission
From: Dustin T. Scott, Assistant City Administrator
Date: September 19, 2022
Subject: Sewer, Water, Storm and Street Improvement District No. 1315.2
(Westview 3rd Addition – Phase 2)
Action: Confirm and Approve Special Assessment List

**SPECIAL ASSESSMENT
COMMISSION**

Chairman:
Jim Brownlee
Commissioner:
Eddie Sheeley
Commissioner:
Elliot Steinbrink

Summary and Recommendation:

The Special Assessment Commission held a public meeting on August 8, 2022 to hear objection to assessments from property owners. No objections were filed and they approved the assessments as published.

Attachments:

1. Sample letter to owners
2. Special Assessment List and Notice of Hearing Objections
3. Affidavit of Publication
4. Assessment Allocation Map

**BOARD OF CITY
COMMISSIONERS**

President:
Bernie Dardis
Commissioner:
Brad Olson
Commissioner:
Roben Anderson
Commissioner:
Mark Simmons
Commissioner:
Mandy George
City Administrator:
Tina Fisk
Asst. City Administrator:
Dustin T. Scott
**Infrastructure Funding
Manager:**
Eric Watne

*NOTE: Additional project information is available on the city's website:
<https://www.westfargond.gov/1021/Special-Assessment-Projects>*

Staff Recommendation: Confirm and approve Special Assessment List

Policy Analysis:

This improvement district was administrated in accordance with North Dakota Century Code as well as City of West Fargo policies and ordinances. The city's "Special Assessment Policy" is available on the city's website.

Financial Summary:

Total Project Cost:	\$ 465,000.00
Assessments	\$ 465,000.00
City Funds	\$ N/A
Other Funds	\$ N/A

Previously Presented Information and Commission Actions:

December 7, 2020 – City Commission accepted developer's Petition for Improvements, approved creation of Improvement District No. 1315.2 and directed engineer to prepare report.

January 4, 2021– City Commission approved Engineer's Report (total project cost estimate of \$540,000.00) and directed engineer to prepare plans and specifications for construction.

January 18, 2021– City Commission approved plans and specifications and authorized advertisement of bids.

February 16, 2021– City Commission awarded contract to Dirt Dynamics. The Engineer's Statement of Estimated Cost was filed and indicated estimated total project cost of \$489,000.00.

Construction began April 2021 / complete July 2021

June 6, 2022 – City Commission approved Resolution Directing Assessments be Levied in the amount of \$465,000.00.

June 27, 2022 – Special Assessment Commission (public meeting) to review benefits and levied assessments.

July 20 and 27, 2022 – Published assessment list in the Forum

**ENGINEERING
DEPARTMENT**

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

July 29, 2022 – Letters mailed out to property owners within the District regarding upcoming hearing of objections.

August 8, 2022 – Special Assessment Commission meeting to hear objections to assessments from property owners.

- **S.A. Commission Action:** Commissioner Steinbrink moved and Commissioner Sheeley seconded to approve and confirm assessment list and file with the City Auditor. No opposition, motion carried.

August 31, 2022– Publish Notice of Confirmation of Assessment List filed with City Auditor and time/date of meeting for City Commission action.

September 19, 2022 – City Commission hearing of written appeals and objections



City Auditor
800 Fourth Ave. E.
West Fargo, ND 58078
Phone: 701.515-5000

07/27/2022

[REDACTED]
[REDACTED]
FARGO, ND 58104-0000



Notice of Hearing; Next Steps for Assessed Improvements Impacting Your Property

Parcel Number: [REDACTED]
Address: [REDACTED]
Improvement District: 01-1315.2 - WESTVIEW 3RD ADDITION-PHASE 2

Attention Property Owner,

City records indicate you own the property identified above by parcel number and address. This property is included in Improvement District No. 01-1315.2 WESTVIEW 3RD ADDITION-PHASE 2, which used special assessments for funding all or part of the project's costs. The City of West Fargo is now completing the special assessment process to allocate these costs to properties within the improvement district. Costs are allocated based on the benefit the property is receiving from the project. This letter is to notify you of the next steps in this process.

During a public meeting held June 27, 2022, the Special Assessment Commission reviewed project information and approved a special assessment list representing the allocation of project benefits to properties within this improvement district. The amount allocated to this parcel is \$[REDACTED], pending final approval by the West Fargo City Commission.

Next, the Special Assessment Commission will hold a public hearing at 5:30 p.m. Aug. 8, 2022 in the Commission Chambers of West Fargo City Hall. Property owners who feel there are errors in the benefit allocation to their property may object to their pending assessments at this public hearing. After hearing objections, the Special Assessment Commission will finalize the special assessment list for the City Commission to review.

Then, the City Commission reviews and provides final approval on this matter. This item is tentatively scheduled for the Sept. 19, 2022 agenda. If you do not agree with the Aug. 8 Special Assessment Commission decision you may file a written notice of appeal to the West Fargo City Commission prior to its approval on this matter. Only a person who has filed a written notice of appeal may appear before the West Fargo City Commission to present their appeal.

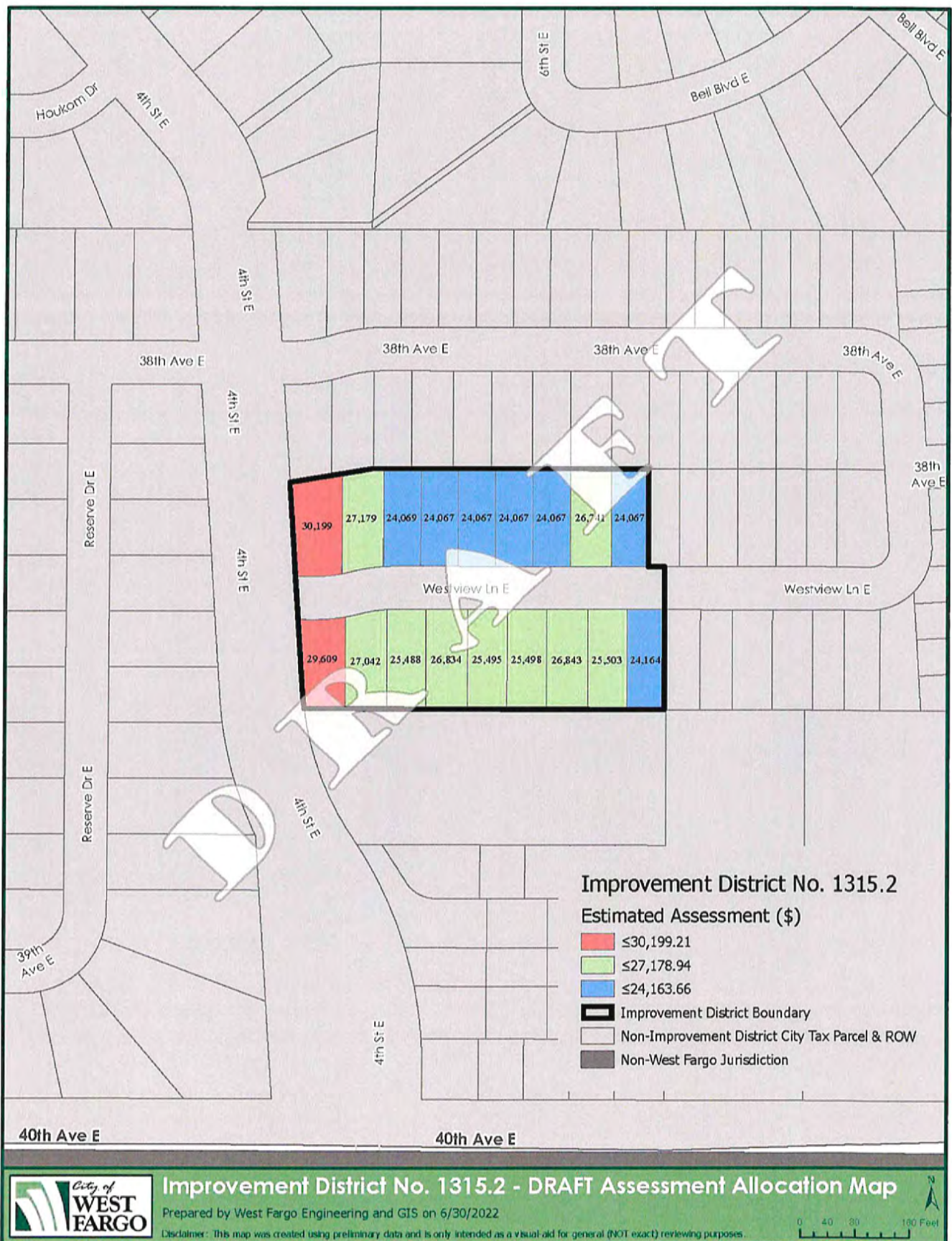
A written notice of appeal must include the 1) name(s) of all owners of the property; 2) address of the property; and 3) reference the improvement district. The appeal should go to cityauditor@westfargond.gov or Attn: City Auditor, 800 Fourth Ave. E. West Fargo, ND 58078 before the City Commission meeting.

At the conclusion of this process, final assessments are included for payment on your next annual Cass County property tax statement or can be paid in full within 10 days of final approval by contacting the City's Finance Department at (701) 515-5000.

Legal notice of the public hearings will be published in The Forum of Fargo-Moorhead. Details about the meetings, the improvement district project, the method for allocating costs and recommendations for reviewing your cost allocation to determine if an objection or appeal would be successful are available at westfargond.gov/Special-Assessments.

Thank you,

Tina Fisk, City Administrator



SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1315.2
West Fargo, North Dakota

SPECIAL ASSESSMENT LIST AND NOTICE OF HEARING
OBJECTIONS TO LIST

The undersigned Special Assessment Commission of the City of West Fargo, in the County of Cass and State of North Dakota, by its duly appointed, qualified and acting members, has assessed the benefits of Sewer, Water, Storm and Street Improvement District No. 1315.2 of the City of West Fargo to lots or parcels of land in the district according to the cost thereof, as certified by the City Auditor and as such Commission has made and caused to be made, the following assessment list:

<u>LOT</u>	<u>BLOCK</u>	<u>AMOUNT ASSESSED</u>
<u>WESTVIEW THIRD ADDITION</u>		
10	2	\$ 24,067.31
11	2	26,741.35
12	2	24,067.31
13	2	24,067.31
14	2	24,067.31
15	2	24,067.31
16	2	24,068.91
17	2	27,178.94
18	2	30,199.21
1	3	29,608.80
2	3	27,042.31
3	3	25,488.32
4	3	26,833.81
5	3	25,494.73
6	3	25,497.70
7	3	26,842.51
8	3	25,503.20
9	3	24,163.66

We hereby certify that the above and foregoing list is a true and correct assessment of the property in the foregoing list to the best of our judgment, and that several items included in such assessment are as follows, to-wit:

Total Construction	\$ 357,238.18
Engineering	61,086.09
Construction Interest	10,235.30
Bond Discount	4,650.00
Testing and Consulting	5,869.50
Legal	3,585.38
Advertising	170.67
Administration	10,717.15
Engineering Administrative	3,572.38
Bond Counsel	2,091.00
Rating Agency Fee	1,743.00
Underwriting Fee	1,394.00
Special Assessment Commission	240.00
Contingencies	2,167.35
Service Charge	<u>240.00</u>
TOTAL:	\$ 465,000.00

Take notice that pursuant to law, the Special Assessment Commission of the City of West Fargo, North Dakota, will meet on the 8th day of August, 2022, at 5:30 p.m. at the City Commission Chambers of City Hall, 800 Fourth Avenue East, West Fargo, to hear any and all objections which may be made to any assessments contained in the foregoing list by any interested party, his agent or attorney.

DATED this 27th day of June, 2022.

SPECIAL ASSESSMENT COMMISSION

Eddie A. Sheeley

James Brownlee

Elliot Steinbrink

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

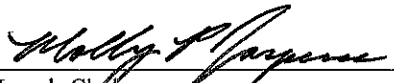
ss.

COUNTY OF CASS

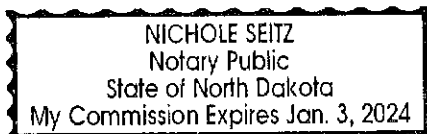
Molly Jasperse, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (1) time: Wednesday August 31, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 14th day of September, 2022


Legals Clerk


Notary Public



NOTICE OF CONFIRMATION
OF ASSESSMENT LISTS
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICTS NO. 1315.2, 1332, AND
1334 AND AMENDED
ASSESSMENT LIST
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICT NO. 1331
OF THE CITY OF WEST FARGO,
NORTH DAKOTA

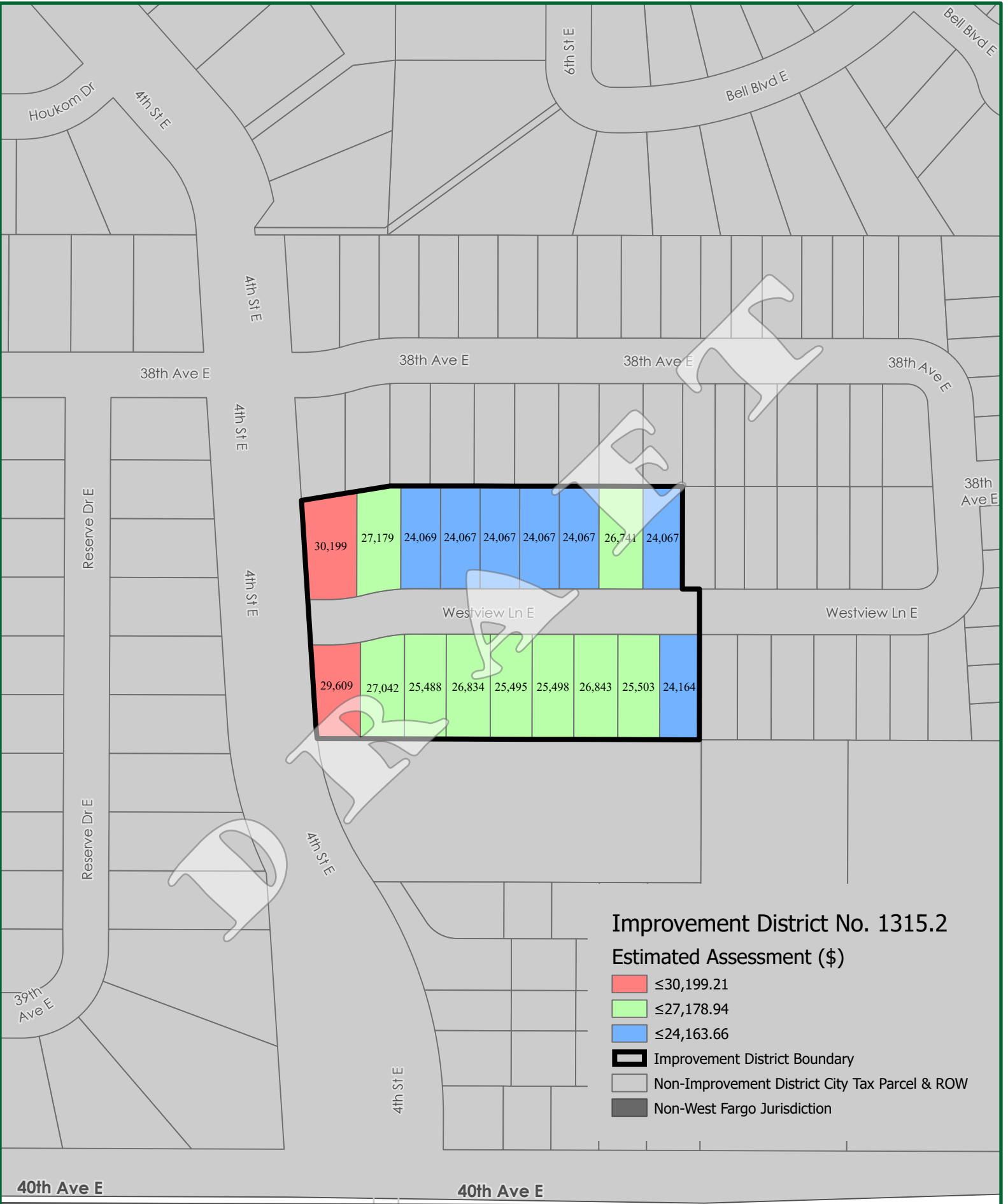
Notice is hereby given that the Special Assessment Commission of the City of West Fargo has confirmed the Special Assessment Lists for Sewer, Water, Storm and Street Improvement Districts No. 1315.2, 1332 and 1334, and Sewer, Water, Storm and Street Improvement District No. 1331 as amended, of the City.

Notice is further given that said confirmed lists have been filed with the City Auditor, are open for public inspection, and the City Commission will conduct a public hearing on said lists at 5:30 p.m. on the 19th day of September, 2022, at the City Commission Rooms in the City Hall in said City to act upon said lists.

Notice is further given that any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor prior to the hearing a written notice of appeal stating thereon the grounds upon which the appeal is based. Any person having filed such a written notice may appear before the City Commission and present his reasons why the action of the Special Assessment Commission should not be confirmed.

Dated this 8th day of August, 2022.

Tina Fisk
City Auditor
West Fargo, North Dakota
(August 31, 2022) 96496



Improvement District No. 1315.2 - DRAFT Assessment Allocation Map

Prepared by West Fargo Engineering and GIS on 6/30/2022

Disclaimer: This map was created using preliminary data and is only intended as a visual-aid for general (NOT exact) reviewing purposes.

0 40 80 160 Feet



To: City Commission
From: Dustin T. Scott, Assistant City Administrator
Date: September 19, 2022
Subject: Sewer, Water, Storm and Street Improvement District No. 1331
(Wilds 20th Addition)
Action: Confirm Assessment List and file with the City Auditor

**SPECIAL ASSESSMENT
COMMISSION**

Chairman:
Jim Brownlee
Commissioner:
Eddie Sheeley
Commissioner:
Elliot Steinbrink

**BOARD OF CITY
COMMISSIONERS**

President:
Bernie Dardis
Commissioner:
Brad Olson
Commissioner:
Roben Anderson
Commissioner:
Mark Simmons
Commissioner:
Mandy George
City Administrator:
Tina Fisk
Asst. City Administrator:
Dustin T. Scott
**Infrastructure Funding
Manager:**
Eric Watne

**ENGINEERING
DEPARTMENT**

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

Summary and Recommendation:

The Special Assessment Commission held a public meeting on August 8, 2022 to hear objection to assessments from property owners. After hearing objections, they approved the assessments as published with an amendment to one parcel.

Attachments:

1. Sample letter to owners
2. Special Assessment List and Notice of Hearing Objections
3. Affidavit of Publication
4. Assessment Allocation Map

NOTE: Additional project information is available on the city's website:

<https://www.westfargond.gov/1021/Special-Assessment-Projects>

Staff Recommendation: Confirm and Approve Special Assessment List.

Policy Analysis:

This improvement district was administrated in accordance with North Dakota Century Code as well as City of West Fargo policies and ordinances. The city's "Special Assessment Policy" is available on the city's website.

Financial Summary:

Total Project Cost:	\$ 4,515,000.00
Assessments	\$ 3,920,000.00
City Funds	\$
Other Funds	\$ 595,000 (Cass Rural Water & Misc.)

Previously Presented Information and Commission Actions:

May 4, 2020 – City Commission accepted developer's Petition for Improvements.

May 18, 2020 – City Commission approved creation of Improvement District 1331 and directed engineer to prepare report

June 1, 2020 – City Commission approved Engineer's Report (total project cost estimate of \$5,000,000) and directed engineer to prepare plans and specifications for construction.

July 20, 2020 – City Commission approved plans and specifications and authorized advertisement of bids.

September 8, 2020 - awarded contract to Dakota Underground. The Engineer's Statement of Estimated Cost was filed and indicated estimated total project cost of \$4,850,000.

Construction began September 2020 / complete November 2021

June 6, 2022 – City Commission approved Resolution Directing Assessments be Levied in the amount of \$4,515,000.

June 27, 2022 – Special Assessment Commission (public meeting) to review benefits and levied assessments.

July 20 and 27, 2022 – Published assessment list in the Forum

July 29, 2022 – Letters mailed out to property owners within the District
August 8, 2022 – Special Assessment Commission meeting to hear objections to assessments from property owners.

- **S.A. Commission Action:** Commissioner Sheeley moved and Commissioner Steinbrink seconded to approve and confirm assessment list with the change to one parcel and file with the City Auditor. No opposition, motion carried.

August 31, 2022– Publish Notice of Confirmation of Assessment List filed with City Auditor and time/date of meeting for City Commission action.

September 19, 2022 – City Commission hearing of written appeals and objections.



City Auditor
800 Fourth Ave. E.
West Fargo, ND 58078
Phone: 701.515-5000

07/27/2022

[REDACTED]
[REDACTED]
FARGO, ND 58104-0000



Notice of Hearing: Next Steps for Assessed Improvements Impacting Your Property

Parcel Number: [REDACTED]
Address: [REDACTED]
Improvement District: 01-1331 - THE WILDS 20TH ADDITION

Attention Property Owner,

City records indicate you own the property identified above by parcel number and address. This property is included in Improvement District No. 01-1331 THE WILDS 20TH ADDITION, which used special assessments for funding all or part of the project's costs. The City of West Fargo is now completing the special assessment process to allocate these costs to properties within the improvement district. Costs are allocated based on the benefit the property is receiving from the project. This letter is to notify you of the next steps in this process.

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Then, the City Commission reviews and provides final approval on this matter. This item is tentatively scheduled for the Sept. 19, 2022 agenda. If you do not agree with the Aug. 8 Special Assessment Commission decision you may file a written notice of appeal to the West Fargo City Commission prior to its approval on this matter. Only a person who has filed a written notice of appeal may appear before the West Fargo City Commission to present their appeal.

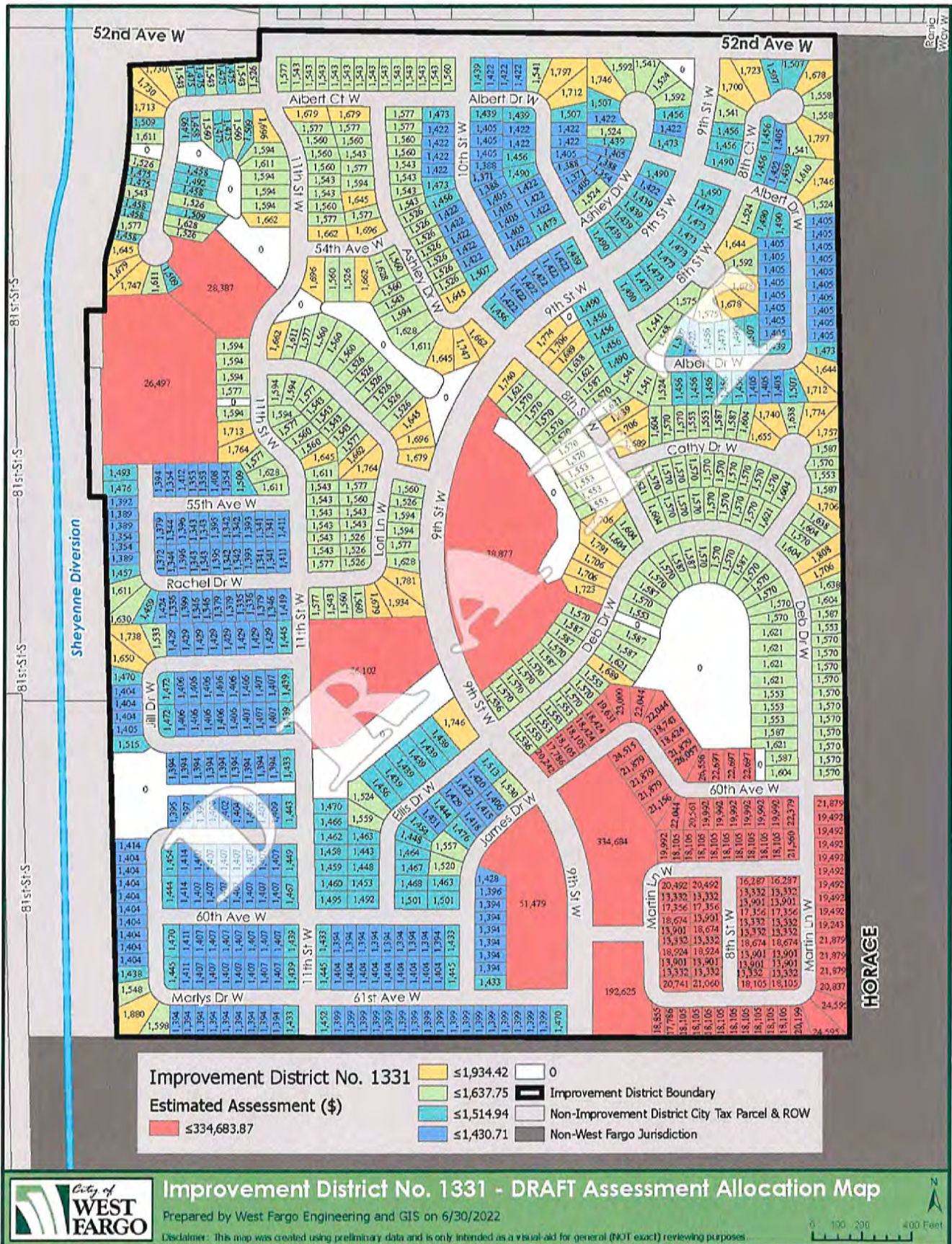
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Thank you,

Tina Fisk, City Administrator



SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1331
West Fargo, North Dakota

AMENDED SPECIAL ASSESSMENT LIST

<u>LOT</u>	<u>BLOCK</u>	<u>AMOUNT ASSESSED</u>
<u>GRANT ADDITION</u>		
1	1	\$ 60,394.61
<u>THE WILDS SEVENTH ADDITION</u>		
1	1	1,457.02
2	1	1,423.29
3	1	1,423.29
4	1	1,507.60
5	1	1,664.78
6	1	1,687.69
7	1	1,473.88
8	1	1,473.88
9	1	1,642.49
10	1	1,524.46
11	1	1,524.46
12	1	1,760.53
13	1	1,507.60
14	1	1,372.71
15	1	1,423.29
16	1	1,423.29
17	1	1,389.57
18	1	1,406.43
19	1	1,575.05
20	1	1,709.94
21	1	1,490.74
22	1	1,372.71
23	1	1,372.71

24	1	1,372.71
25	1	1,372.71
26	1	1,372.71
27	1	1,372.71
28	1	1,372.71
29	1	1,372.71
30	1	1,372.71
31	1	1,372.71
32	1	1,440.16
33	1	1,608.77
34	1	1,676.22
35	1	1,473.88
36	1	1,372.71
37	1	1,372.71
38	1	1,372.71
39	1	1,423.29
40	1	1,423.29
41	1	1,423.29
42	1	1,423.29
43	1	1,423.29
44	1	1,490.74
45	1	1,507.60
46	1	1,507.60
47	1	1,457.02
48	1	1,423.29
49	1	1,423.29
50	1	1,423.29
51	1	1,457.02
1	2	1,457.02
2	2	1,440.16

3	2	1,440.16
4	2	1,440.16
5	2	1,440.16
6	2	1,440.16
7	2	1,440.16
8	2	1,440.16
9	2	1,457.02
1	3	1,490.74
2	3	1,457.02
3	3	1,457.02
4	3	1,372.71
5	3	1,372.71
6	3	1,372.71
7	3	1,372.71
8	3	1,372.71
9	3	1,372.71
10	3	1,372.71
11	3	1,372.71
12	3	1,406.43
13	3	1,473.88
14	3	1,457.02
15	3	1,440.16
16	3	1,423.29
17	3	1,389.57
18	3	1,473.88
19	3	1,524.46
20	3	1,507.60
21	3	1,541.33
22	3	1,541.33
23	3	1,642.49

24	3	1,642.49
25	3	1,558.19
26	3	1,608.77

THE WILDS EIGHTH ADDITION

1	1	1,406.43
2	1	1,389.57
3	1	1,389.57
4	1	1,389.57
5	1	1,507.60
6	1	1,760.53
7	1	1,676.22
8	1	1,473.88
9	1	1,389.57
10	1	1,389.57
11	1	1,372.71
12	1	1,355.85
13	1	1,338.99
14	1	1,372.71
15	1	1,490.74
16	1	1,322.13
17	1	1,355.85
18	1	1,372.71
19	1	1,406.43
20	1	1,490.74
21	1	1,389.57
22	1	1,473.88
23	1	1,709.94
24	1	1,558.19
25	1	1,507.60
26	1	1,490.74

28	1	1,558.19
29	1	1,423.29
30	1	1,389.57
31	1	1,440.16
1	2	1,457.02
2	2	1,389.57
3	2	1,406.43
4	2	1,406.43
5	2	1,406.43
6	2	1,406.43
7	2	1,457.02
1	3	1,406.43
2	3	1,389.57
3	3	1,389.57
4	3	1,389.57
5	3	1,389.57
6	3	1,389.57
7	3	1,389.57
8	3	1,423.29
1	4	1,473.88
2	4	1,389.57
3	4	1,389.57
4	4	1,389.57
5	4	1,389.57
6	4	1,389.57
7	4	1,423.29
8	4	1,440.16
9	4	1,389.57
10	4	1,389.57
11	4	1,389.57

12	4	1,389.57
13	4	1,440.16
1	5	1,389.57
2	5	1,372.71
3	5	1,372.71
4	5	1,372.71
5	5	1,372.71
6	5	1,355.85
7	5	1,338.99
8	5	1,355.85
9	5	1,372.71
10	5	1,372.71
11	5	1,372.71
12	5	1,406.43
13	5	1,406.43
14	5	1,389.57
15	5	1,389.57
16	5	1,423.29
17	5	1,457.02
18	5	1,389.57
19	5	1,389.57
20	5	1,389.57
21	5	1,440.16

THE WILDS NINTH ADDITION

2	1	1,739.32
3	1	1,671.87
4	1	1,655.01
5	1	1,604.43
6	1	1,587.57
7	1	1,553.84

8	1	1,536.98
9	1	1,587.57
10	1	1,655.01
11	1	1,671.87
12	1	1,655.01
13	1	1,570.71
14	1	1,536.98
15	1	1,536.98
16	1	1,520.12
17	1	1,520.12
18	1	1,553.84
19	1	1,553.84
20	1	1,570.71
21	1	1,621.29
22	1	1,705.60
23	1	1,604.43
24	1	1,739.32
25	1	1,722.46
26	1	1,553.84
27	1	1,536.98
28	1	1,520.12
29	1	1,553.84
30	1	1,671.87
31	1	1,604.43
32	1	1,570.71
33	1	1,536.98
34	1	1,570.71
35	1	1,773.04
36	1	1,671.87
37	1	1,604.43

38	1	1,570.71
39	1	1,553.84
40	1	1,520.12
41	1	1,536.98
42	1	1,536.98
43	1	1,536.98
44	1	1,536.98
45	1	1,536.98
46	1	1,536.98
47	1	1,536.98
48	1	1,536.98
49	1	1,536.98
50	1	1,536.98
51	1	1,536.98
1	2	1,587.57
2	2	1,536.98
3	2	1,536.98
4	2	1,536.98
5	2	1,536.98
6	2	1,536.98
7	2	1,536.98
8	2	1,536.98
9	2	1,536.98
10	2	1,536.98
11	2	1,536.98
12	2	1,570.71
13	2	1,587.57
14	2	1,536.98
15	2	1,536.98
16	2	1,536.98

17	2	1,536.98
18	2	1,536.98
19	2	1,536.98
20	2	1,536.98
21	2	1,570.71
1	3	1,570.71
2	3	1,553.84
3	3	1,587.57
4	3	1,553.84
5	3	1,520.12
6	3	1,520.12
7	3	1,520.12
13	3	1,536.98
14	3	1,536.98
15	3	1,536.98
16	3	1,536.98
17	3	1,536.98
18	3	1,553.84
19	3	1,536.98
20	3	1,536.98
21	3	1,536.98
22	3	1,553.84
23	3	1,553.84
24	3	1,536.98
25	3	1,536.98
26	3	1,553.84
27	3	1,536.98
28	3	1,520.12
30	3	1,553.84
31	3	1,553.84

32	3	1,587.57
33	3	1,655.01
34	3	1,520.12
35	3	1,536.98
36	3	1,536.98
37	3	1,520.12
38	3	1,520.12
39	3	1,520.12
40	3	1,520.12
41	3	1,503.26
1	4	1,503.26
2	4	1,536.98
3	4	1,536.98
4	4	1,536.98
5	4	1,536.98
6	4	1,553.84
7	4	1,536.98
8	4	1,553.84
9	4	1,553.84
10	4	1,536.98
11	4	1,688.74
12	4	1,671.87
13	4	1,671.87
14	4	1,756.18
15	4	1,570.71
16	4	1,570.71
17	4	1,671.87
18	4	1,520.12
19	4	1,520.12
20	4	1,520.12

21	4	1,520.12
22	4	1,536.98
23	4	1,536.98
24	4	1,536.98
25	4	1,536.98
26	4	1,536.98
27	4	1,536.98
28	4	1,536.98
29	4	1,587.57
30	4	1,705.60
32	4	38,099.51

THE WILDS ELEVENTH ADDITION

15	1	1,493.53
16	1	1,442.94
17	1	1,442.94
18	1	1,510.39
19	1	1,426.08
20	1	1,426.08
21	1	1,544.11
22	1	1,426.08
23	1	1,611.56
44	1	1,560.97
45	1	1,577.83
46	1	1,560.97
47	1	1,560.97
48	1	1,560.97
49	1	1,628.42
53	1	1,560.97
54	1	1,560.97
55	1	1,560.97

56	1	1,544.11
58	1	1,560.97
59	1	1,679.00
60	1	1,729.59
61	1	1,544.11
62	1	1,594.70
63	1	1,577.83
1	2	1,544.11
2	2	1,510.39
3	2	1,510.39
4	2	1,510.39
5	2	1,510.39
6	2	1,510.39
7	2	1,510.39
8	2	1,510.39
9	2	1,510.39
10	2	1,510.39
11	2	1,510.39
12	2	1,510.39
13	2	1,510.39
14	2	1,527.25
1	3	1,645.28
2	3	1,544.11
3	3	1,527.25
4	3	1,510.39
5	3	1,544.11
6	3	1,560.97
7	3	1,611.56
8	3	1,544.11
9	3	1,662.14

10	3	1,628.42
11	3	1,544.11
12	3	1,527.25
13	3	1,510.39
14	3	1,510.39
15	3	1,527.25
16	3	1,527.25
17	3	1,527.25
18	3	1,544.11
19	3	1,645.28
1	4	1,544.11
2	4	1,544.11
3	4	1,527.25
4	4	1,527.25
5	4	1,510.39
6	4	1,510.39
7	4	1,510.39
8	4	1,510.39
9	4	1,493.53
10	4	1,493.53
11	4	1,493.53
12	4	1,493.53
13	4	1,493.53
14	4	1,493.53
15	4	1,493.53
16	4	1,611.56
1	5	1,628.42
2	5	1,712.73
3	5	1,611.56
4	5	1,577.83

9	5	1,527.25
17	5	1,628.42
18	5	1,577.83
19	5	1,544.11
20	5	1,527.25
21	5	1,527.25
22	5	1,527.25
23	5	1,493.53
24	5	1,493.53
25	5	1,493.53
26	5	1,493.53
27	5	1,493.53
28	5	1,493.53
29	5	1,611.56
30	5	1,662.14
31	5	1,645.28
1	6	1,560.97
2	6	1,560.97
3	6	1,544.11
4	6	1,510.39
5	6	1,510.39
6	6	1,510.39
7	6	1,510.39
8	6	1,544.11
9	6	1,628.42
10	6	1,729.59
11	6	1,544.11
12	6	1,527.25
13	6	1,510.39
14	6	1,510.39

15	6	1,493.53
16	6	1,493.53
17	6	1,493.53
18	6	1,544.11
19	6	1,510.39
20	6	1,510.39
21	6	1,510.39
22	6	1,510.39
23	6	1,510.39
24	6	1,510.39
25	6	1,577.83
26	6	1,611.56
27	6	1,527.25
28	6	1,527.25
29	6	1,544.11
30	6	1,560.97
7	7	1,746.45
8	7	1,898.20
9	7	1,645.28
10	7	1,527.25
11	7	1,527.25
12	7	1,510.39
13	7	1,544.11

THE WILDS THIRTEENTH ADDITION

1	1	1,587.57
2	1	1,587.57
3	1	1,587.57
4	1	1,587.57

THE WILDS FIFTEENTH ADDITION

1	1	1,662.14
---	---	----------

2	1	1,527.25
3	1	1,493.53
4	1	1,628.42
5	1	1,594.70
6	1	1,527.25
7	1	1,510.39
8	1	1,560.97
9	1	1,594.70

THE WILDS SIXTEENTH ADDITION

1	1	1,527.25
2	1	1,493.53
3	1	1,560.97
4	1	1,560.97
5	1	1,544.11
6	1	1,594.70

THE WILDS SEVENTEENTH ADDITION

1	1	1,493.53
2	1	1,510.39
3	1	1,442.94
4	1	1,442.94
5	1	1,510.39
6	1	1,442.94
7	1	1,442.94
8	1	1,510.39
9	1	1,695.87
10	1	1,695.87
11	1	1,679.00
12	1	1,476.67
13	1	1,577.83

THE WILDS EIGHTEENTH ADDITION

1	1	1,645.28
2	1	1,712.73
3	1	1,577.83
4	1	1,476.67
5	1	27,738.06
6	1	1,493.53
7	1	1,594.70
8	1	1,476.67
9	1	1,493.53
10	1	1,426.08
11	1	1,459.80
12	1	1,426.08
14	1	1,459.80
15	1	1,426.08
16	1	1,527.25
17	1	1,442.94
18	1	1,442.94
19	1	1,527.25
20	1	1,476.67
21	1	1,662.14

THE WILDS TWENTIETH ADDITION

1	1	20,209.15
2	1	17,754.04
3	1	18,072.79
4	1	18,072.79
5	1	18,391.54
6	1	18,391.54
7	1	19,597.61
8	1	22,965.99
9	1	22,009.74

10	1	22,009.74
11	1	18,710.29
12	1	18,391.54
13	1	21,845.89
14	1	26,023.71
15	1	26,523.33
16	1	22,664.26
17	1	22,664.26
18	1	22,664.26
1	2	24,481.87
2	2	21,845.89
3	2	21,845.89
4	2	21,845.89
5	2	21,122.42
6	2	22,009.74
7	2	20,527.90
8	2	19,959.34
9	2	19,959.34
10	2	19,959.34
11	2	19,959.34
12	2	19,959.34
13	2	19,959.34
14	2	22,345.51
15	2	21,527.14
16	2	18,072.79
17	2	18,072.79
18	2	18,072.79
19	2	18,072.79
20	2	18,072.79
21	2	18,072.79

22	2	18,072.79
23	2	18,072.79
24	2	18,072.79
25	2	19,959.34
26	2	333,330.03
1	3	20,458.96
2	3	13,300.45
3	3	17,323.36
4	3	13,869.01
5	3	18,641.35
6	3	13,300.45
7	3	18,891.16
8	3	13,869.01
9	3	13,300.45
10	3	21,027.52
11	3	20,708.77
12	3	13,300.45
13	3	13,869.01
14	3	18,891.16
15	3	13,300.45
16	3	13,869.01
17	3	18,641.35
18	3	17,323.36
19	3	13,300.45
20	3	20,458.96
1	4	16,255.18
2	4	13,300.45
3	4	13,869.01
4	4	17,323.36
5	4	13,300.45

6	4	13,300.45
7	4	18,641.35
8	4	13,869.01
9	4	13,869.01
10	4	13,300.45
11	4	18,072.79
12	4	18,072.79
13	4	13,300.45
14	4	13,869.01
15	4	13,869.01
16	4	18,641.35
17	4	13,300.45
18	4	13,300.45
19	4	17,323.36
20	4	13,869.01
21	4	13,300.45
22	4	16,255.18
1	5	21,845.89
2	5	19,459.72
3	5	19,459.72
4	5	19,459.72
5	5	19,459.72
6	5	19,459.72
7	5	19,459.72
8	5	19,459.72
9	5	19,459.72
10	5	19,209.91
11	5	21,845.89
12	5	21,845.89
13	5	21,845.89

14	5	20,803.67
15	5	24,559.75
16	5	24,559.75
17	5	20,166.17
18	5	18,072.79
19	5	18,072.79
20	5	18,072.79
21	5	18,072.79
22	5	18,072.79
23	5	18,072.79
24	5	18,072.79
25	5	18,072.79
26	5	18,072.79
27	5	17,754.04
28	5	18,822.22
29	5	191,928.96

THE WILDS TWENTY-FIRST ADDITION

1	1	1,459.24
2	1	1,442.58
3	1	1,359.51
4	1	1,356.35
5	1	1,356.41
6	1	1,321.67
7	1	1,321.67
8	1	1,356.41
9	1	1,424.05
10	1	1,576.68
11	1	1,595.57
12	1	1,426.41
13	1	1,391.06

14	1	1,303.66
15	1	1,366.56
16	1	1,313.81
17	1	1,313.81
18	1	1,347.20
19	1	1,347.20
20	1	1,303.63
21	1	1,303.66
22	1	1,347.22
23	1	1,313.83
24	1	1,385.91
25	1	1,411.68
26	1	1,396.55
27	1	1,396.55
28	1	1,396.55
29	1	1,396.55
30	1	1,396.55
31	1	1,396.55
32	1	1,396.55
33	1	1,396.55
34	1	1,498.87
35	1	1,701.88
36	1	1,615.01
37	1	1,437.07
38	1	1,371.48
39	1	1,371.48
40	1	1,371.46
41	1	1,372.15
42	1	1,481.38
44	1	1,361.72

45	1	1,361.72
46	1	1,361.72
47	1	1,361.72
48	1	1,361.73
49	1	1,361.75
50	1	1,361.75
51	1	1,361.75
52	1	1,361.75
53	1	1,400.46
54	1	1,410.06
55	1	1,376.49
56	1	1,374.73
57	1	1,372.98
58	1	1,371.23
59	1	1,369.47
60	1	1,367.70
61	1	1,365.93
62	1	1,364.18
63	1	1,362.42
64	1	1,381.76
65	1	1,371.45
66	1	1,371.43
67	1	1,371.43
68	1	1,371.43
69	1	1,371.43
70	1	1,371.43
71	1	1,371.43
72	1	1,371.41
73	1	1,371.41
74	1	1,404.68

75	1	1,514.50
76	1	1,843.35
77	1	1,563.75
78	1	1,361.73
79	1	1,361.70
80	1	1,361.70
81	1	1,361.70
82	1	1,361.68
83	1	1,361.68
84	1	1,361.68
85	1	1,361.68
86	1	1,361.68
87	1	1,400.38
1	2	1,475.33
2	2	1,321.77
3	2	1,375.83
4	2	1,321.38
5	2	1,321.38
6	2	1,379.71
7	2	1,321.91
8	2	1,361.65
1	3	1,378.70
2	3	1,308.89
3	3	1,309.18
4	3	1,361.08
5	3	1,309.83
6	3	1,310.12
7	3	1,362.26
8	3	1,310.76
9	3	1,311.05

10	3	1,363.45
11	3	1,311.60
12	3	1,346.95
13	3	1,339.46
14	3	1,311.60
15	3	1,363.45
16	3	1,311.05
17	3	1,310.76
18	3	1,362.19
19	3	1,310.12
20	3	1,309.83
21	3	1,361.08
22	3	1,309.18
23	3	1,308.89
24	3	1,378.70
1	4	1,406.08
2	4	1,373.99
3	4	1,373.97
4	4	1,373.96
5	4	1,373.96
6	4	1,373.96
7	4	1,373.96
8	4	1,373.96
9	4	1,373.96
10	4	1,438.49
11	4	1,438.49
12	4	1,373.96
13	4	1,373.96
14	4	1,373.96
15	4	1,373.96

16	4	1,373.96
17	4	1,373.97
18	4	1,373.99
19	4	1,373.99
20	4	1,406.08
1	5	1,416.35
2	5	1,373.99
3	5	1,373.99
4	5	1,373.99
5	5	1,373.99
6	5	1,373.99
7	5	1,373.99
8	5	1,373.99
9	5	1,381.53
10	5	1,421.20
11	5	1,411.44
12	5	1,381.55
13	5	1,373.99
14	5	1,373.99
15	5	1,373.99
16	5	1,373.99
17	5	1,373.99
18	5	1,373.99
19	5	1,373.99
20	5	1,434.10
1	6	1,406.06
2	6	1,373.99
3	6	1,373.99
4	6	1,373.97
5	6	1,373.99

6	6	1,373.99
7	6	1,373.99
8	6	1,373.99
9	6	1,378.49
10	6	1,437.05
11	6	1,412.30
12	6	1,378.49
13	6	1,373.97
14	6	1,373.99
15	6	1,373.99
16	6	1,373.97
17	6	1,373.97
18	6	1,373.97
19	6	1,373.97
20	6	1,406.06
1	7	1,400.45
2	7	1,361.73
3	7	1,361.73
4	7	1,361.73
5	7	1,361.73
6	7	1,361.73
7	7	1,361.73
8	7	1,361.73
9	7	1,361.73
10	7	1,361.73
11	7	1,400.45
12	7	1,411.66
13	7	1,371.40
14	7	1,371.40
15	7	1,371.40

16	7	1,371.40
17	7	1,371.40
18	7	1,371.40
19	7	1,371.40
20	7	1,371.41
21	7	1,371.41
22	7	1,411.68
1	8	25,528.07
3	8	1,436.55
4	8	1,432.62
5	8	1,428.69
6	8	1,424.76
7	8	1,425.81
8	8	1,426.67
9	8	1,461.20
10	8	1,458.52
11	8	1,419.80
12	8	1,414.98
13	8	1,410.14
14	8	1,429.45
15	8	1,524.87
16	8	1,490.74
17	8	1,423.29
18	8	1,406.43
19	8	1,406.43
20	8	1,406.43
21	8	1,406.43
22	8	1,406.43
23	8	1,709.94
1	9	1,479.36

2	9	1,387.65
3	9	1,388.95
4	9	1,396.67
5	9	1,410.80
6	9	1,397.95
7	9	1,421.14
8	9	1,415.05
9	9	1,431.02
10	9	1,434.20
11	9	1,435.38
12	9	1,467.19
13	9	1,467.19
14	9	1,429.69
15	9	1,486.66
16	9	1,522.81
17	9	1,443.16
18	9	1,385.76
19	9	1,382.32
20	9	1,373.62
21	9	1,496.25
1	10	50,061.77
2	10	1,394.98
3	10	1,363.12
4	10	1,361.73
5	10	1,361.73
6	10	1,361.73
7	10	1,361.72
8	10	1,361.72
9	10	1,361.72
10	10	1,400.43

1	11	1,419.37
2	11	1,366.51
3	11	1,366.49
4	11	1,366.49
5	11	1,366.49
6	11	1,366.49
7	11	1,366.49
8	11	1,366.47
9	11	1,366.47
10	11	1,366.47
11	11	1,366.47
12	11	1,366.47
13	11	1,366.45
14	11	1,366.45
15	11	1,366.45
16	11	1,366.45
17	11	1,366.45
18	11	1,366.44
19	11	1,436.58

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

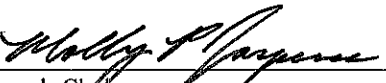
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COUNTY OF CASS

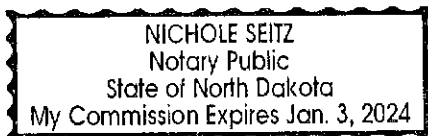
Molly Jasperse, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (1) time: Wednesday August 31, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 14th day of September, 2022


Legals Clerk


Notary Public



NOTICE OF CONFIRMATION
OF ASSESSMENT LISTS
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICTS NO. 1315.2, 1332, AND
1334 AND AMENDED
ASSESSMENT LIST
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICT NO. 1331
OF THE CITY OF WEST FARGO,
NORTH DAKOTA

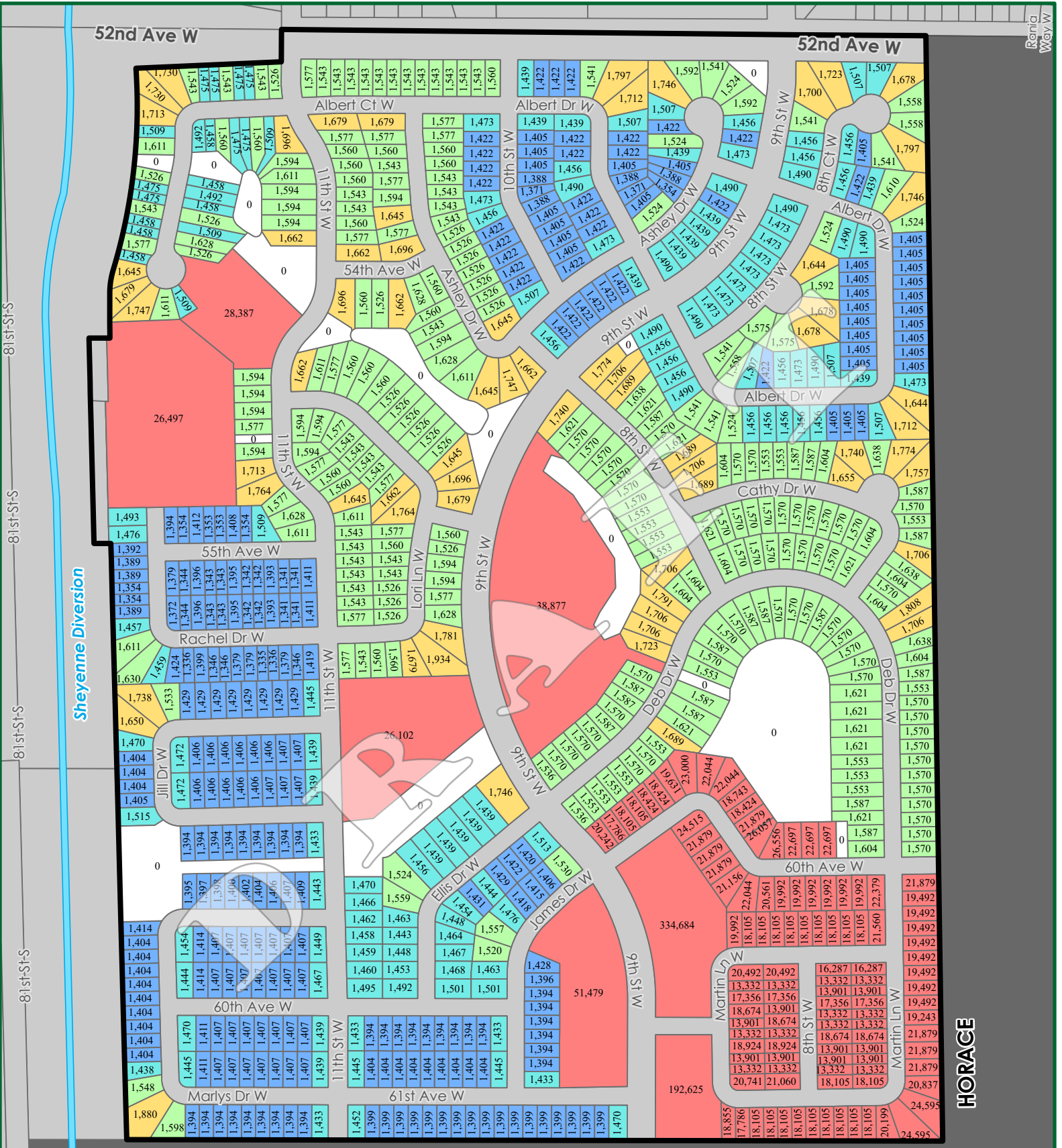
Notice is hereby given that the Special Assessment Commission of the City of West Fargo has confirmed the Special Assessment Lists for Sewer, Water, Storm and Street Improvement Districts No. 1315.2, 1332 and 1334, and Sewer, Water, Storm and Street Improvement District No. 1331 as amended, of the City.

Notice is further given that said confirmed lists have been filed with the City Auditor, are open for public inspection, and the City Commission will conduct a public hearing on said lists at 5:30 p.m. on the 19th day of September, 2022, at the City Commission Rooms in the City Hall in said City to act upon said lists.

Notice is further given that any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor prior to the hearing a written notice of appeal stating thereon the grounds upon which the appeal is based. Any person having filed such a written notice may appear before the City Commission and present his reasons why the action of the Special Assessment Commission should not be confirmed.

Dated this 8th day of August, 2022.

Tina Fisk
City Auditor
West Fargo, North Dakota
(August 31, 2022) 96496



Improvement District No. 1331

Estimated Assessment (\$)

≤1,934.42

≤1,637.75

≤1,514.94

≤1,430.71

0

Improvement District Boundary

Non-Improvement District City Tax Parcel & ROW

Non-West Fargo Jurisdiction



To: City Commission
From: Dustin T. Scott, Assistant City Administrator
Date: September 19, 2022
Subject: Sewer, Water, Storm and Street Improvement District No. 1332
(Westview 4th Addition)
Action: Confirm and Approve Special Assessment List

**SPECIAL ASSESSMENT
COMMISSION**

Chairman:
Jim Brownlee
Commissioner:
Eddie Sheeley
Commissioner:
Elliot Steinbrink

**BOARD OF CITY
COMMISSIONERS**

President:
Bernie Dardis
Commissioner:
Brad Olson
Commissioner:
Roben Anderson
Commissioner:
Mark Simmons
Commissioner:
Mandy George
City Administrator:
Tina Fisk
Asst. City Administrator:
Dustin T. Scott
**Infrastructure Funding
Manager:**
Eric Watne

**ENGINEERING
DEPARTMENT**

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

Summary and Recommendation:

The Special Assessment Commission held a public meeting on August 8, 2022 to hear objection to assessments from property owners. No objections were filed and they approved the assessments as published.

Attachments:

1. Sample letter to owners
2. Special Assessment List and Notice of Hearing Objections
3. Affidavit of Publication
4. Assessment Allocation Map

*NOTE: Additional project information is available on the city's website:
<https://www.westfargond.gov/1021/Special-Assessment-Projects>*

Staff Recommendation: Confirm and Approve Special Assessment List

Policy Analysis:

This improvement district was administrated in accordance with North Dakota Century Code as well as City of West Fargo policies and ordinances. The city's "Special Assessment Policy" is available on the city's website.

Financial Summary:

Total Project Cost:	\$ 750,000.00
Assessments	\$ 750,000.00
City Funds	\$ N/A
Other Funds	\$ N/A

Previously Presented Information and Commission Actions:

July 06, 2020 – City Commission accepted developer's Petition for Improvements.

July 20, 2020 – City Commission approved creation of Improvement District 1321 and directed engineer to prepare report.

July 20, 2020 – City Commission approved Engineer's Report (total project cost estimate of \$1,015,000) and directed engineer to prepare plans and specifications for construction.

September 08, 2020 – City Commission approved plans and specifications and authorized advertisement of bids.

October 05, 2020 – City Commission awarded contract to Dirt Dynamics. The Engineer's Statement of Estimated Cost was filed and indicated estimated total project cost of \$831,000.00.

Construction began October 2020 / complete July 2021

June 06, 2022 – City Commission approved Resolution Directing Assessments be Levied in the amount of \$750,000.00.

June 27, 2022 – Special Assessment Commission (public meeting) to review benefits and levied assessments.

July 20 and 27, 2022 – Published assessment list in the Forum

July 29, 2022 – Letters mailed out to property owners within the District

August 8, 2022 – Special Assessment Commission meeting to hear objections to assessments from property owners.

- **S.A. Commission Action:** Commissioner Steinbrink moved and Commissioner Sheeley seconded to approve and confirm assessment list and file with the City Auditor. No opposition, motion carried.

August 31, 2022– Publish Notice of Confirmation of Assessment List filed with City Auditor and time/date of meeting for City Commission action.

September 19, 2022 – City Commission hearing of written appeals and objections



City Auditor
800 Fourth Ave. E.
West Fargo, ND 58078
Phone: 701.515-5000

07/27/2022



WEST FARGO, ND 58078-0000

Notice of Hearing; Next Steps for Assessed Improvements Impacting Your Property

Parcel Number: [REDACTED]
Address: [REDACTED]
Improvement District: 01-1332 - WEST VIEW 4TH ADDITION

Attention Property Owner,

City records indicate you own the property identified above by parcel number and address. This property is included in Improvement District No. 01-1332 WEST VIEW 4TH ADDITION, which used special assessments for funding all or part of the project's costs. The City of West Fargo is now completing the special assessment process to allocate these costs to properties within the improvement district. Costs are allocated based on the benefit the property is receiving from the project. This letter is to notify you of the next steps in this process.

During a public meeting held June 27, 2022, the Special Assessment Commission reviewed project information and approved a special assessment list representing the allocation of project benefits to properties within this improvement district. The amount allocated to this parcel is \$[REDACTED], pending final approval by the West Fargo City Commission.

Next, the Special Assessment Commission will hold a public hearing at 5:30 p.m. Aug. 8, 2022 in the Commission Chambers of West Fargo City Hall. Property owners who feel there are errors in the benefit allocation to their property may object to their pending assessments at this public hearing. After hearing objections, the Special Assessment Commission will finalize the special assessment list for the City Commission to review.

Then, the City Commission reviews and provides final approval on this matter. This item is tentatively scheduled for the Sept. 19, 2022 agenda. If you do not agree with the Aug. 8 Special Assessment Commission decision you may file a written notice of appeal to the West Fargo City Commission prior to its approval on this matter. Only a person who has filed a written notice of appeal may appear before the West Fargo City Commission to present their appeal.

A written notice of appeal must include the 1) name(s) of all owners of the property; 2) address of the property; and 3) reference the improvement district. The appeal should go to cityauditor@westfargond.gov or Attn: City Auditor, 800 Fourth Ave. E. West Fargo, ND 58078 before the City Commission meeting.

At the conclusion of this process, final assessments are included for payment on your next annual Cass County property tax statement or can be paid in full within 10 days of final approval by contacting the City's Finance Department at (701) 515-5000.

Legal notice of the public hearings will be published in The Forum of Fargo-Moorhead. Details about the meetings, the improvement district project, the method for allocating costs and recommendations for reviewing your cost allocation to determine if an objection or appeal would be successful are available at westfargond.gov/Special-Assessments.

Thank you,

Tina Fisk, City Administrator



FARGO

Improvement District No. 1332

Estimated Assessment (\$)

≤34,090.91

Improvement District Boundary

Non-Improvement District City Tax Parcel & ROW

Non-West Fargo Jurisdiction



Improvement District No. 1332 - DRAFT Assessment Allocation Map

Prepared by West Fargo Engineering and GIS on 6/30/2022

Disclaimer: This map was created using preliminary data and is only intended as a visual-aid for general (NOT exact) reviewing purposes.



SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1332
West Fargo, North Dakota

SPECIAL ASSESSMENT LIST AND NOTICE OF HEARING
OBJECTIONS TO LIST

The undersigned Special Assessment Commission of the City of West Fargo, in the County of Cass and State of North Dakota, by its duly appointed, qualified and acting members, has assessed the benefits of Sewer, Water, Storm and Street Improvement District No. 1332 of the City of West Fargo to lots or parcels of land in the district according to the cost thereof, as certified by the City Auditor and as such Commission has made and caused to be made, the following assessment list:

<u>LOT</u>	<u>BLOCK</u>	<u>AMOUNT ASSESSED</u>
<u>WESTVIEW FOURTH ADDITION</u>		
1	1	\$ 34,090.91
2	1	34,090.91
3	1	34,090.91
4	1	34,090.91
5	1	34,090.91
6	1	34,090.91
7	1	34,090.91
8	1	34,090.91
9	1	34,090.91
10	1	34,090.91
11	1	34,090.91
12	1	34,090.91
13	1	34,090.91
14	1	34,090.91
15	1	34,090.91
16	1	34,090.91
17	1	34,090.91
18	1	34,090.91
19	1	34,090.91
20	1	34,090.91

21	1	34,090.91
22	1	34,090.89

We hereby certify that the above and foregoing list is a true and correct assessment of the property in the foregoing list to the best of our judgment, and that several items included in such assessment are as follows, to-wit:

Total Construction	\$ 588,954.05
Engineering	84,673.70
Construction Interest	23,538.33
Bond Discount	7,500.00
Testing and Consulting	8,938.50
Legal	1,293.80
Advertising	144.42
Administration	17,668.62
Engineering Administrative	5,889.54
Bond Counsel	3,373.00
Rating Agency Fee	2,811.00
Underwriting Fee	2,249.00
Special Assessment Commission	240.00
Contingencies	2,486.04
Service Charge	<u>240.00</u>
 TOTAL:	 \$ 750,000.00

Take notice that pursuant to law, the Special Assessment Commission of the City of West Fargo, North Dakota, will meet on the 8th day of August, 2022, at 5:30 p.m. at the City Commission Chambers of City Hall, 800 Fourth Avenue East, West Fargo, to hear any and all objections which may be made to any assessments contained in the foregoing list by any interested party, his agent or attorney.

DATED this 27th day of June, 2022.

SPECIAL ASSESSMENT COMMISSION

Eddie A. Sheeley

James Brownlee

Elliot Steinbrink

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

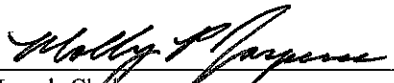
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COUNTY OF CASS

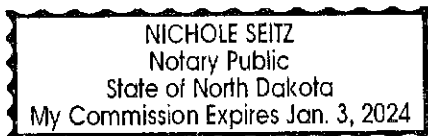
Molly Jasperse, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (1) time: Wednesday August 31, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 14th day of September, 2022


Legals Clerk


Notary Public



NOTICE OF CONFIRMATION
OF ASSESSMENT LISTS
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICTS NO. 1315.2, 1332, AND
1334 AND AMENDED
ASSESSMENT LIST
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICT NO. 1331
OF THE CITY OF WEST FARGO,
NORTH DAKOTA

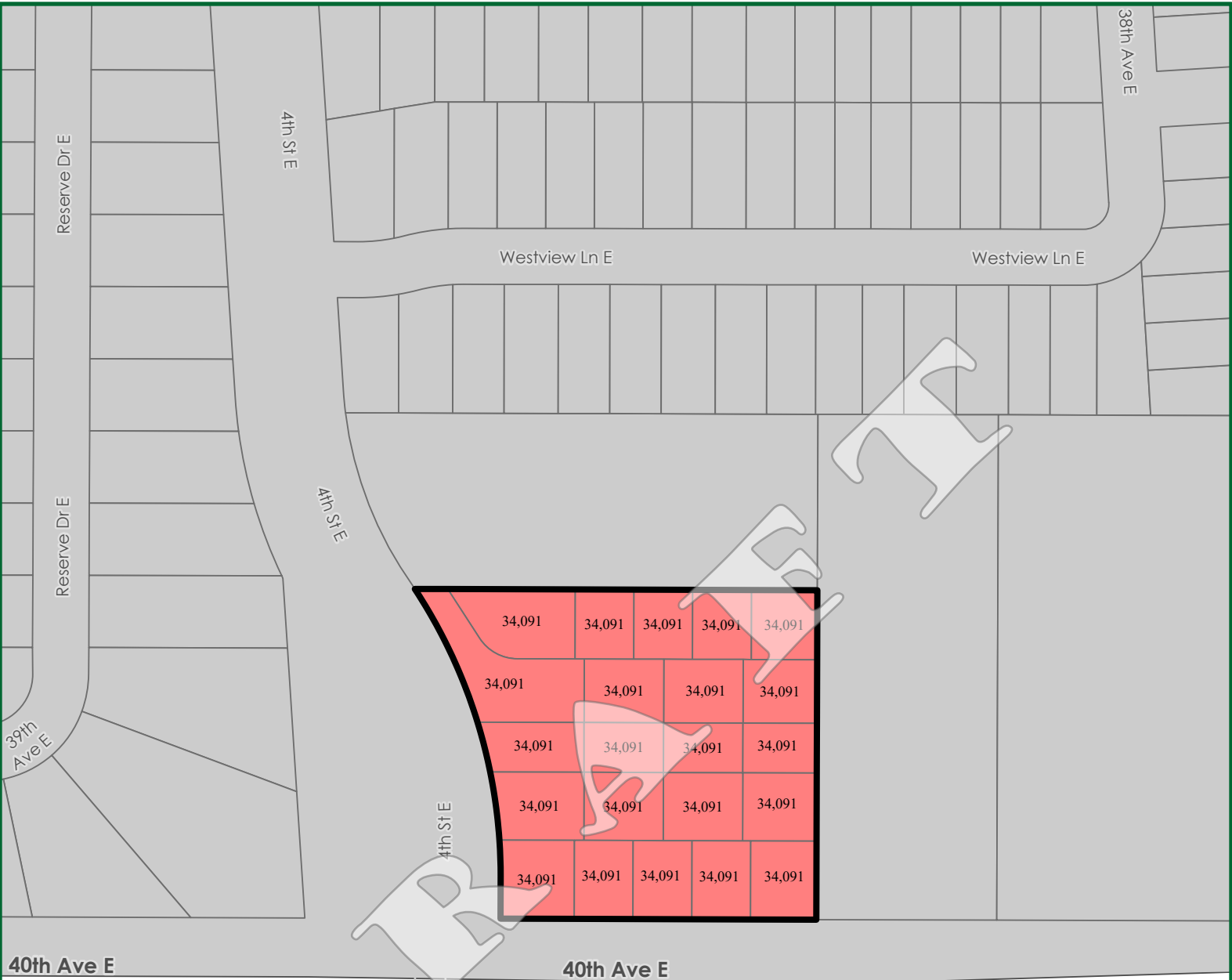
Notice is hereby given that the Special Assessment Commission of the City of West Fargo has confirmed the Special Assessment Lists for Sewer, Water, Storm and Street Improvement Districts No. 1315.2, 1332 and 1334, and Sewer, Water, Storm and Street Improvement District No. 1331 as amended, of the City.

Notice is further given that said confirmed lists have been filed with the City Auditor, are open for public inspection, and the City Commission will conduct a public hearing on said lists at 5:30 p.m. on the 19th day of September, 2022, at the City Commission Rooms in the City Hall in said City to act upon said lists.

Notice is further given that any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor prior to the hearing a written notice of appeal stating thereon the grounds upon which the appeal is based. Any person having filed such a written notice may appear before the City Commission and present his reasons why the action of the Special Assessment Commission should not be confirmed.

Dated this 8th day of August, 2022.

Tina Fisk
City Auditor
West Fargo, North Dakota
(August 31, 2022) 96496



FARGO

Improvement District No. 1332

Estimated Assessment (\$)

≤34,090.91

Improvement District Boundary

Non-Improvement District City Tax Parcel & ROW

Non-West Fargo Jurisdiction

Improvement District No. 1332 - DRAFT Assessment Allocation Map

Prepared by West Fargo Engineering and GIS on 6/30/2022

Disclaimer: This map was created using preliminary data and is only intended as a visual-aid for general (NOT exact) reviewing purposes.

0 40 80 160 Feet



To: City Commission
From: Dustin T. Scott, Assistant City Administrator
Date: September 19, 2022
Subject: Sewer, Water, Storm and Street Improvement District No. 1334 (9th Ave NE - 5th St to 7th St)
Action: Confirm and Approve Special Assessment List

**SPECIAL ASSESSMENT
COMMISSION**

Chairman:
Jim Brownlee
Commissioner:
Eddie Sheeley
Commissioner:
Elliot Steinbrink

**BOARD OF CITY
COMMISSIONERS**

President:
Bernie Dardis
Commissioner:
Brad Olson
Commissioner:
Roben Anderson
Commissioner:
Mark Simmons
Commissioner:
Mandy George
City Administrator:
Tina Fisk
Asst. City Administrator:
Dustin T. Scott
**Infrastructure Funding
Manager:**
Eric Watne

**ENGINEERING
DEPARTMENT**

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

Summary and Recommendation:

The Special Assessment Commission held a public meeting on August 8, 2022 to hear objection to assessments from property owners. No objections were filed and they approved the assessments as published.

Attachments:

1. Sample letter to owners
2. Special Assessment List and Notice of Hearing Objections
3. Affidavit of Publication
4. Assessment Allocation Map

NOTE: Additional project information is available on the city's website:
<https://www.westfargond.gov/1021/Special-Assessment-Projects>

Staff Recommendation: Confirm and Approve Special Assessment List

Policy Analysis:

This improvement district was administrated in accordance with North Dakota Century Code as well as City of West Fargo policies and ordinances. The city's "Special Assessment Policy" is available on the city's website.

Financial Summary:

Total Project Cost:	\$ 940,000.00
Assessments	\$ 940,000.00
City Funds	\$ N/A
Other Funds	\$ N/A

Previously Presented Information and Commission Actions:

August 17, 2020 – City Commission accepted developer's Petition for Improvements.

September 08, 2020 – City Commission approved creation of Improvement District 1321 and directed engineer to prepare report.

September 08, 2020 – City Commission approved Engineer's Report (total project cost estimate of \$885,000.00) and directed engineer to prepare plans and specifications for construction.

September 08, 2020 – City Commission approved plans and specifications and authorized advertisement of bids.

October 05, 2020 – City Commission awarded contract to Paras Contracting. The Engineer's Statement of Estimated Cost was filed and indicated estimated total project cost of \$976,000.00.

Construction began October 2020 / complete August 2021

June 06, 2022 – City Commission approved Resolution Directing Assessments be Levied in the amount of \$940,000.00.

June 27, 2022 – Special Assessment Commission (public meeting) to review benefits and levied assessments.

July 20 and 27, 2022 – Published assessment list in the Forum

July 29, 2022 – Letters mailed out to property owners within the District.

August 8, 2022 – Special Assessment Commission meeting to hear objections to assessments from property owners.

- **S.A. Commission Action:** Commissioner Steinbrink moved and Commissioner Sheeley seconded to approve and confirm assessment list and file with the City Auditor. No opposition, motion carried.

August 31, 2022– Publish Notice of Confirmation of Assessment List filed with City Auditor and time/date of meeting for City Commission action.

September 19, 2022 – City Commission hearing of written appeals and objections.



City Auditor
800 Fourth Ave. E.
West Fargo, ND 58078
Phone: 701.515-5000

07/27/2022

[REDACTED]
[REDACTED]

WEST FARGO, ND 58078-0000



Notice of Hearing: Next Steps for Assessed Improvements Impacting Your Property

Parcel Number: [REDACTED]
Address: [REDACTED]
Improvement District: 01-1334 - 9TH AVE NE-5TH TO 7TH STREET

Attention Property Owner,

City records indicate you own the property identified above by parcel number and address. This property is included in Improvement District No. 01-1334 9TH AVE NE-5TH TO 7TH STREET, which used special assessments for funding all or part of the project's costs. The City of West Fargo is now completing the special assessment process to allocate these costs to properties within the improvement district. Costs are allocated based on the benefit the property is receiving from the project. This letter is to notify you of the next steps in this process.

During a public meeting held June 27, 2022, the Special Assessment Commission reviewed project information and approved a special assessment list representing the allocation of project benefits to properties within this improvement district. The amount allocated to this parcel is \$[REDACTED] pending final approval by the West Fargo City Commission.

Next, the Special Assessment Commission will hold a public hearing at 5:30 p.m. Aug. 8, 2022 in the Commission Chambers of West Fargo City Hall. Property owners who feel there are errors in the benefit allocation to their property may object to their pending assessments at this public hearing. After hearing objections, the Special Assessment Commission will finalize the special assessment list for the City Commission to review.

Then, the City Commission reviews and provides final approval on this matter. This item is tentatively scheduled for the Sept. 19, 2022 agenda. If you do not agree with the Aug. 8 Special Assessment Commission decision you may file a written notice of appeal to the West Fargo City Commission prior to its approval on this matter. Only a person who has filed a written notice of appeal may appear before the West Fargo City Commission to present their appeal.

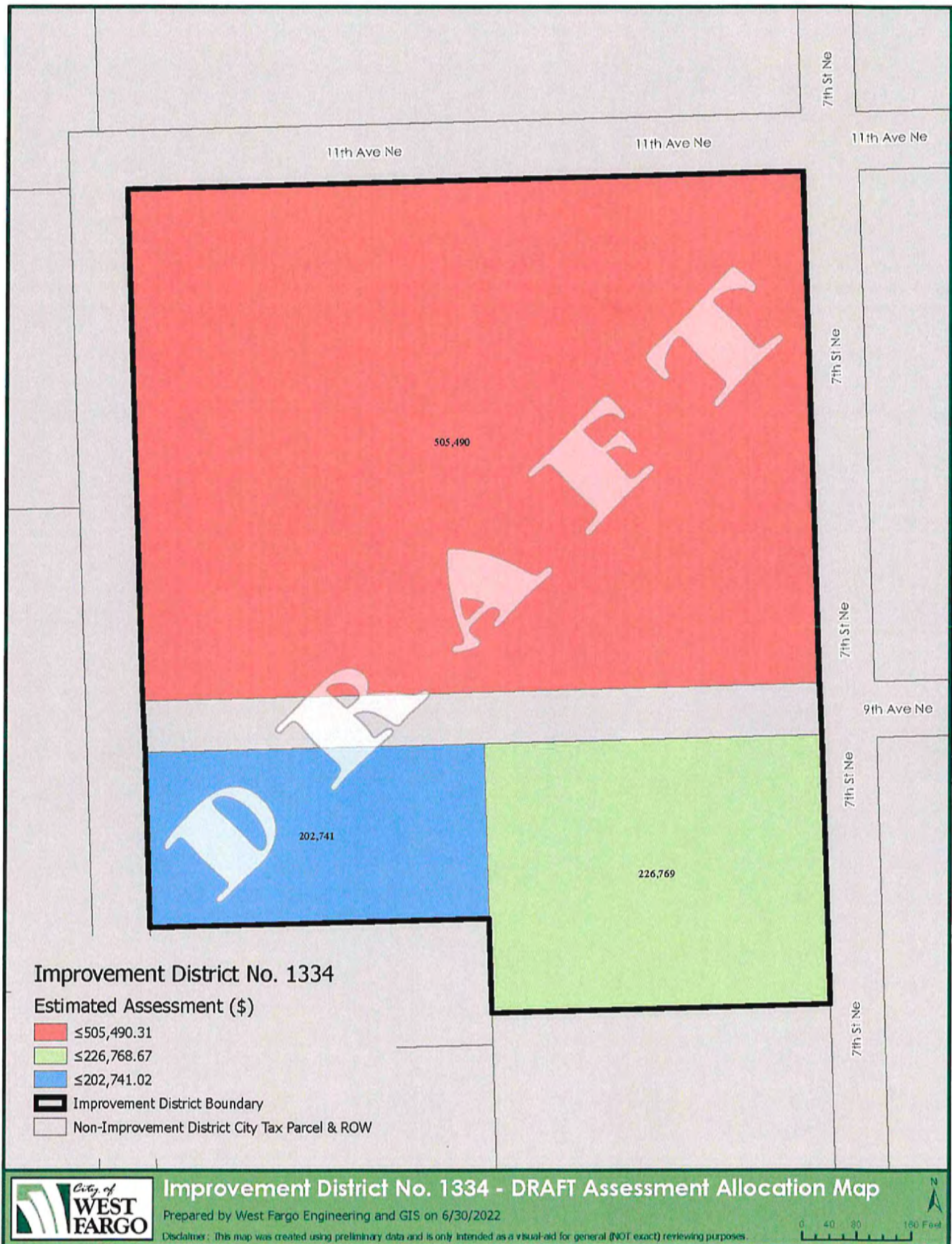
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At the conclusion of this process, final assessments are included for payment on your next annual Cass County property tax statement or can be paid in full within 10 days of final approval by contacting the City's Finance Department at (701) 515-5000.

Legal notice of the public hearings will be published in The Forum of Fargo-Moorhead. Details about the meetings, the improvement district project, the method for allocating costs and recommendations for reviewing your cost allocation to determine if an objection or appeal would be successful are available at westfargond.gov/Special-Assessments.

Thank you,

Tina Fisk, City Administrator



SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1334
West Fargo, North Dakota

SPECIAL ASSESSMENT LIST AND NOTICE OF HEARING
OBJECTIONS TO LIST

The undersigned Special Assessment Commission of the City of West Fargo, in the County of Cass and State of North Dakota, by its duly appointed, qualified and acting members, has assessed the benefits of Sewer, Water, Storm and Street Improvement District No. 1334 of the City of West Fargo to lots or parcels of land in the district according to the cost thereof, as certified by the City Auditor and as such Commission has made and caused to be made, the following assessment list:

<u>LOT</u>	<u>BLOCK</u>	<u>AMOUNT ASSESSED</u>
<u>BOGEY THIRD ADDITION</u>		
2	1	\$ 202,741.02
<u>GLENN ADDITION</u>		
1	1	226,768.67
<u>MIDLAND THIRD ADDITION</u>		
1	1	505,490.31

We hereby certify that the above and foregoing list is a true and correct assessment of the property in the foregoing list to the best of our judgment, and that several items included in such assessment are as follows, to-wit:

Total Construction	\$ 750,004.68
Engineering	99,179.32
Construction Interest	26,245.44
Bond Discount	9,400.00
Testing and Consulting	9,592.00
Legal	809.05
Advertising	149.40
Administration	22,500.14
Engineering Administrative	7,500.05
Bond Counsel	4,228.00
Rating Agency Fee	3,523.00
Underwriting Fee	2,819.00
Special Assessment Commission	240.00
Contingencies	3,569.92
Service Charge	<u>240.00</u>
TOTAL:	\$ 940,000.00
LESS: City Contribution	\$ <u>5,000.00</u>
TOTAL ASSESSED:	\$ 935,000.00

Take notice that pursuant to law, the Special Assessment Commission of the City of West Fargo, North Dakota, will meet on the 8th day of August, 2022, at 5:30 p.m. at the City Commission Chambers of City Hall, 800 Fourth Avenue East, West Fargo, to hear any and all objections which may be made to any assessments contained in the foregoing list by any interested party, his agent or attorney.

DATED this 27th day of June, 2022.

SPECIAL ASSESSMENT COMMISSION

Eddie A. Sheeley

James Brownlee

Elliot Steinbrink

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

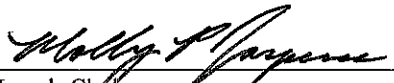
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COUNTY OF CASS

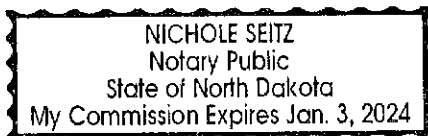
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2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (1) time: Wednesday August 31, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 14th day of September, 2022


Legals Clerk


Notary Public



NOTICE OF CONFIRMATION
OF ASSESSMENT LISTS
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICTS NO. 1315.2, 1332, AND
1334 AND AMENDED
ASSESSMENT LIST
IN SEWER, WATER, STORM AND
STREET IMPROVEMENT
DISTRICT NO. 1331
OF THE CITY OF WEST FARGO,
NORTH DAKOTA

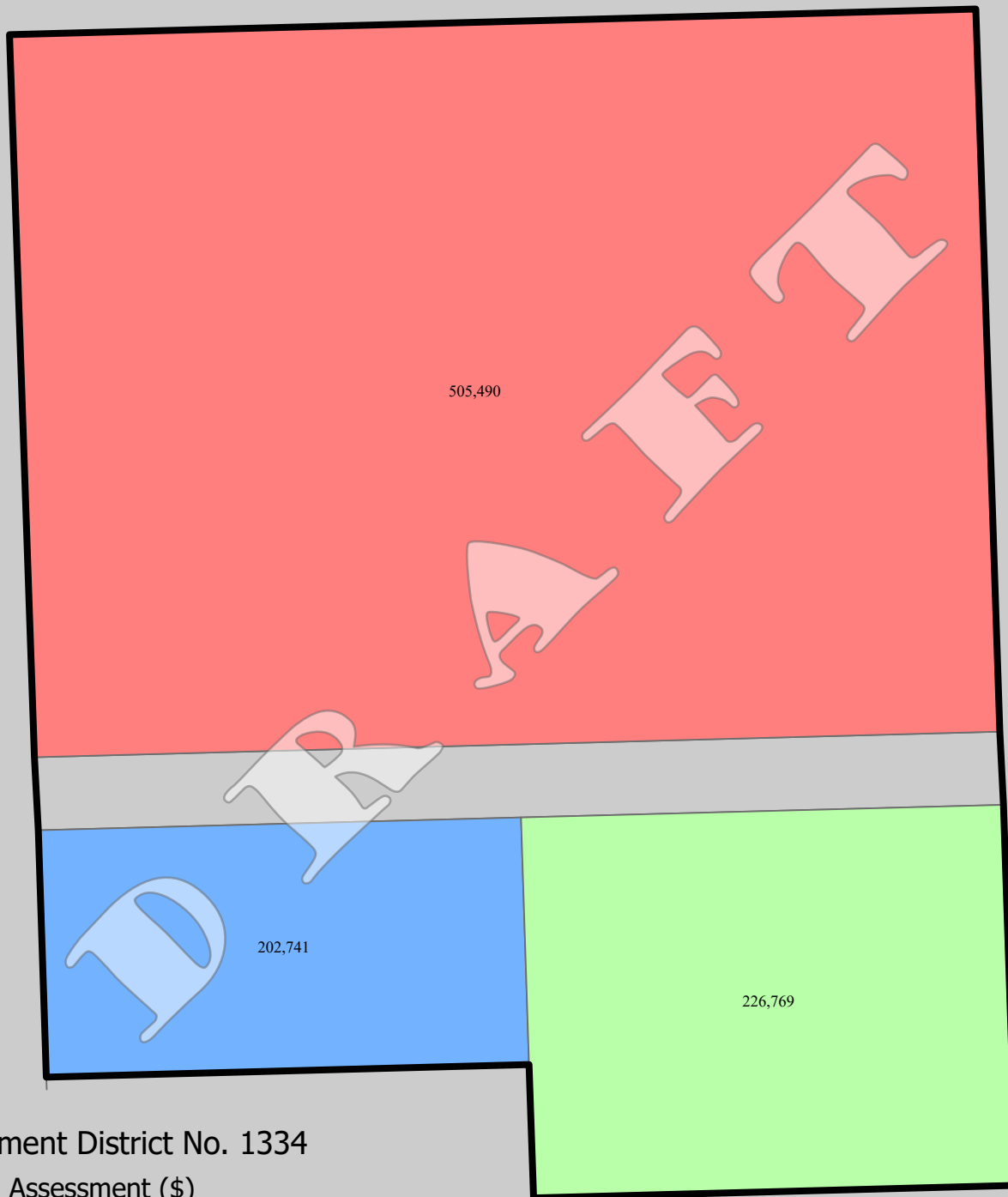
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Dated this 8th day of August, 2022.

Tina Fisk
City Auditor
West Fargo, North Dakota
(August 31, 2022) 96496



Improvement District No. 1334

Estimated Assessment (\$)

≤505,490.31

≤226,768.67

≤202,741.02

Improvement District Boundary

Non-Improvement District City Tax Parcel & ROW



Improvement District No. 1334 - DRAFT Assessment Allocation Map

Prepared by West Fargo Engineering and GIS on 6/30/2022

Disclaimer: This map was created using preliminary data and is only intended as a visual-aid for general (NOT exact) reviewing purposes.

0 40 80 160 Feet



"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

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 19, 2022

Subject: Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation

Action: Authorize Staff to Procure Control Panels and Equipment.

New Information and Recommendation:

As directed by the City Commission, staff has been working with our consultant Moore Engineering to complete plans and specifications and this project is currently approved to go out for bids. We have engaged Moore Engineering to obtain quotes for long lead time items, namely the control panels. Two quotes for the control panels have been received. One quote by Quality Controls in the amount of \$179,165.00 and the other from Sweeney Controls in the amount of \$170,800.00.

After analyzing both quotes, staff is recommending that the Commission awards the purchasing of the panels to Quality Controls. Their bid was \$8,365 higher than Sweeney's, however Quality Controls stated that they would have submittals within 2-4 weeks after the receipt of order where Sweeney has indicated it would take them about 7 weeks to provide the shop drawings for their equipment. It would be prudent to get them ordered so the project can be completed as timely as possible and lead time for this equipment is estimated to be 30 – 32 weeks.

The following documents are attached for review/consideration:

- Quotes from Quality Controls and Sweeney Controls available upon request

Staff Recommendation: Approve the purchase of controls and equipment from Quality Controls in the amount of \$179,165.00.

Policy Analysis:

This project will update the most critical sanitary lift station that the city operates and it is crucial to the project that the controls and equipment are available when needed to proceed with the work.

Financial Analysis:

As presented at the August 1, 2022 Commission meeting, the total project costs are estimated to be \$1,200,000 which include the equipment described. These costs are intended to be paid via sewer bonds.

Previously Presented Information and Commission Actions:

September 6, 2022-

- **Staff Recommendation:** Approve Task Order No. 61-1, Approve Plans and Specs; and Authorize Bid Advertisement.
- **Commission Action:** Commissioner Olson Moved and Commissioner George seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Create Project No. 1342; Approve Engineer's Report; and Direct Engineer to prepare Plans and Specs.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.

2023 ANNUAL BUDGET



WEST FARGO
FIRE

Commissioners and Residents of West Fargo,

Administration and staff are honored to present to you the Final Budget for 2023. The budget represents all departments' efforts to provide the level of service the public expects while working to keep costs down in a difficult economy.

2023 BUDGET FACTORS

- The current value of one mill brings in approximately \$232,014 for 2023.
- Inflation is currently running approximately 8%-9%
- A 4% cost of living adjustment for employee is included.
- A 9% health Insurance Increase is included.

GENERAL FUND

- Mill levy for final budget 2023 is 72.21 a decrease of .48 mills from 2022.
- Increased expenses in the general fund over 2022 are \$4.25 million dollars.
- STAFF ADDITIONS
 - o Addition of 1 Survey Manager and 1 Engineering Technician for the Engineering Department.
 - o Addition of 1 Coordinator in the Communications department.
 - o Addition of 1 Property Appraiser in Assessing Department.
 - o Addition of 1 ROW Operator and 1 Equipment Operator in the Street Department
 - o Addition of 5 patrol officers, 1 administrative assistant, 1 Body-Worn Camera Records Specialist and 1 School Resource Officer (funded by West Fargo Public Schools) in the Police Department.

- Detail of changes are below:

Department	Increase / (decrease)
• Court	\$ 80,355
• Administration	\$ 188,990
• Finance	\$ 42,354
• Assessor	\$ 91,995
• Economic Development	\$ 56,927
• Human Resources	\$ 105,999
• Information Technology	\$ 206,326
• Engineering	\$ 325,022
• Non-Departmental	\$ 119,179
• Communications	\$ 117,879
• Planning	\$ 306,741
• Police Department	\$ 2,094,547
• Streets	\$ 494,457
• Public Works	\$ 38,367
• Fleet and Facility	\$ (68,440)
• Transfers Out	\$ -
• Reserve	\$ 50,000
Total	\$ 4,250,698

- The mill decrease is obtained through:
 - o Increases in the mill value.
 - o Increases in interest revenue.
 - o Increases in other revenues and transfers into the general fund.
 - o See below for additional information

Department	Increase/ (decrease)
• <i>Property Taxes</i>	<i>1,587,396.00</i>
• <i>Sales Taxes</i>	-
• <i>Other Taxes</i>	<i>(1,350.00)</i>
• <i>Special Assessments</i>	-
• <i>Franchise Fees</i>	<i>59,000.00</i>
• <i>License and Permits</i>	<i>173,100.00</i>
• <i>Intergovernmental</i>	<i>444,000.00</i>
• <i>Charges for Services</i>	<i>(49,460.00)</i>
• <i>Fines and Forfeits</i>	<i>(147,670.00)</i>
• <i>Grants and Donations</i>	<i>165,950.00</i>
• <i>Investment Income</i>	<i>1,650,000.00</i>
• <i>Miscellaneous</i>	-
• <i>Transfers In</i>	<i>1,731,209.00</i>
• <i>Public Utility</i>	-
Revenues and Transfers In Total:	<i>5,612,175.00</i>

OTHER LEVIED SPECIAL FUNDS

LIBRARY FUND

- Levy for 2023 is 8.40 mills. This is a .05 mill decrease from 2022.
- Total budgeted expenditures for 2023 are \$1,845,888. This is an increase of \$120,612 from the 2022 budget.

FIRE FUND

- Levy for 2023 is 17.60 mills. This is a decrease of .12 mills from 2022.
- Total budgeted expenditures for 2023 are \$6,117,268. This is an increase of \$2,156,643 from the 2022 budget.
- STAFF ADDITIONS:
 - o Addition of 10 Firefighters (staggered hires) 2 battalion chiefs, 1 Fire inspector and 1 Office coordinator for the Fire Department.

CITY SHARE OF SPECIAL ASSESSMENT FUND

- Levy for 2023 is 1.12 mills. This is a decrease of .01 mills from 2022.
- Total budgeted expenditures for 2023 are \$248,537. This is an increase of \$ 33,867 from the 2022 budget.

AIRPORT AUTHORITY

- Levy for 2023 is .81 mills. This is a 0 mill increase from 2022.
- Total budgeted expenditures for 2023 are \$ 183,220. This is an increase of \$7,070 from the 2022 budget.

Thank you,

Tina Fisk
City Administrator

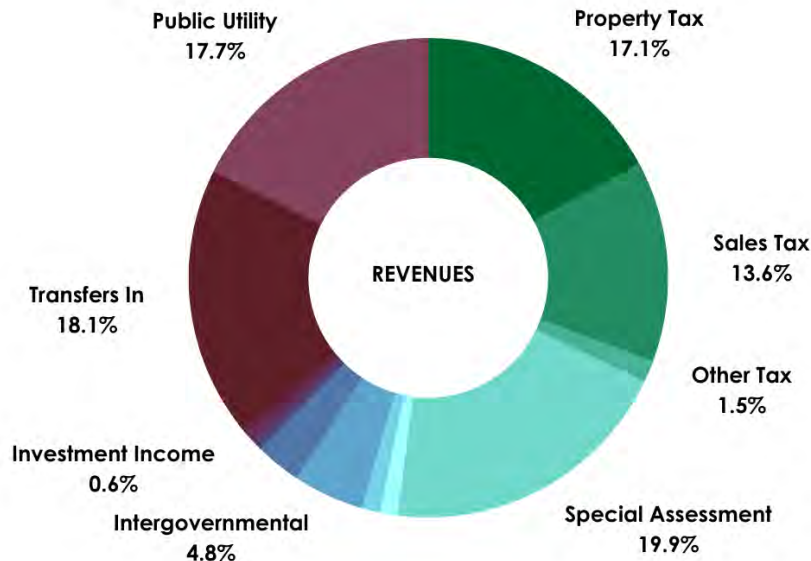
Summary of All Budgeted Governmental Funds

The City of West Fargo's revenues to cover the expense of providing services to residents and businesses of West Fargo come from multiple sources, including property taxes, sales taxes, special assessments, state and federal funding, public utilities, and licenses and permits. For the 2023 fiscal year, the City of West Fargo's budget outlines \$110,544,514 in revenues and \$115,439,173 in expenses. This creates an estimated total deficit of \$4,894,659.

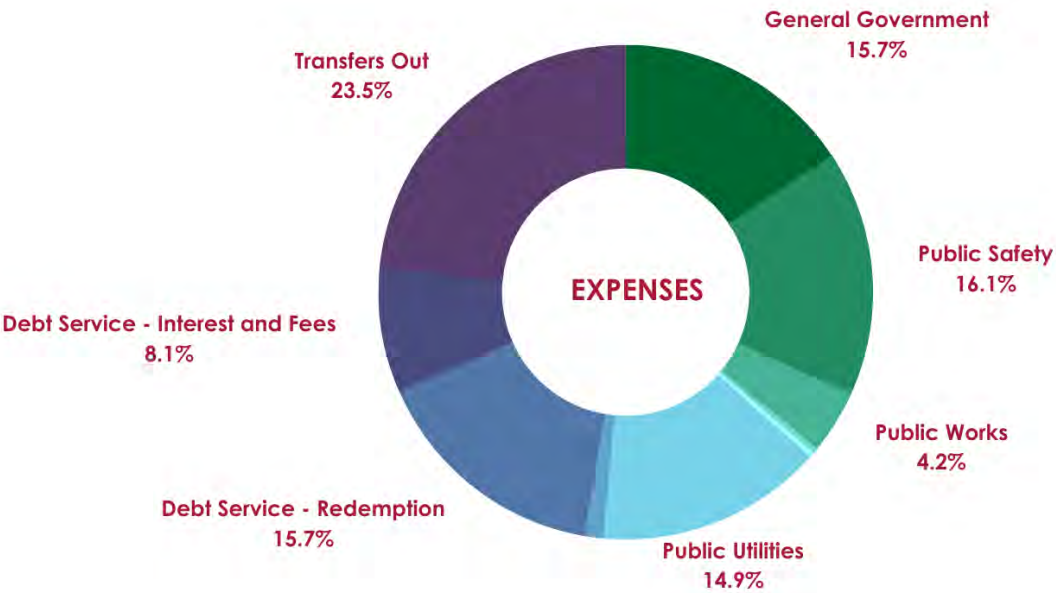
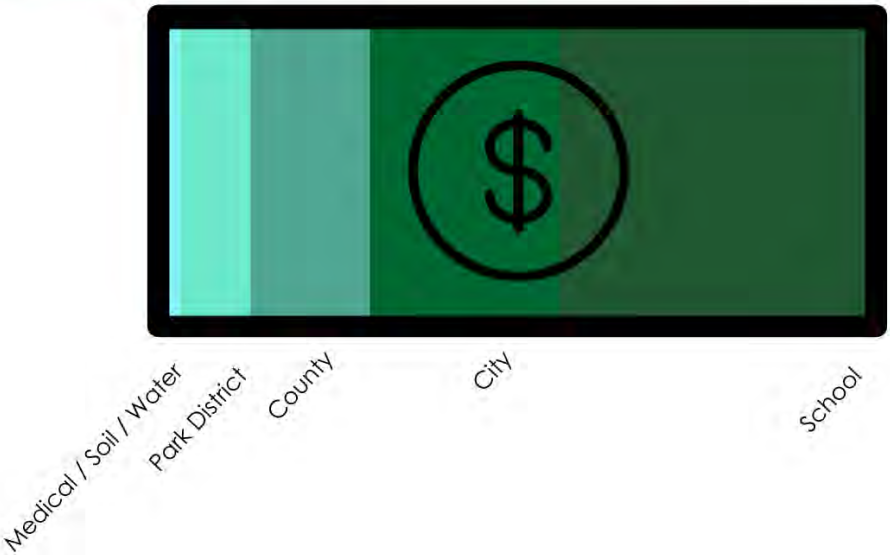
The deficit is balanced through increased property values, interest revenue and transfers to the general fund from other sources. The consolidated total of all City of West Fargo funds balances to \$144,985,199 following these adjustments.

The following pages include additional details about the revenues and expenses that have been budgeted for the 2023 fiscal year.

BUDGET BREAKDOWN



WHERE DO YOU YOUR TAX DOLLARS GET SPENT



BUDGET FACTORS

VALUE OF A MILL
1 mill = \$232,014 property tax funds

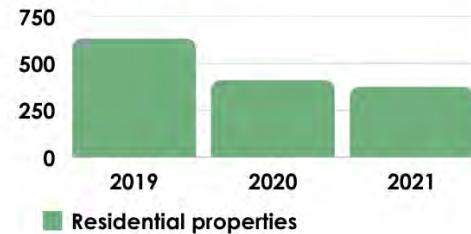
PROPERTY VALUE
↑ \$2.5 million increase in property value

BALANCING THE BUDGET
⚖️ \$2,400,000 from General Fund Reserves
\$34,183,355 estimated fund balance
\$500,000 from Special Revenue Funds
\$43,898,978 estimated fund balance

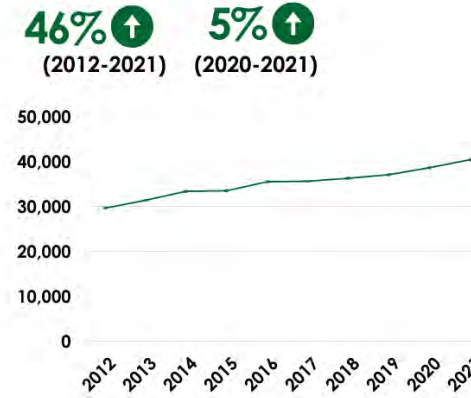
STATE AID & HIGHWAY TAX REVENUE
↺ return to pre-pandemic levels

INVESTMENT INCOME
↑ \$1,000,000 in interest income

PROPERTY GROWTH



POPULATION GROWTH



INCREASE IN PUBLIC SAFETY NEEDS



INCREASE IN PUBLIC SERVICE NEEDS



EMPLOYMENT FACTORS

INFLATION 8-9% increase ↑ HEALTH INSURANCE 9% increase

COST OF LIVING ADJUSTMENT
\$↑ 4% increase

NEW EMPLOYEE REQUESTS
29 employee requests
76% of new employees will work in public safety departments

City of West Fargo, North Dakota - Summary of All Budgeted Funds							
FISCAL YEAR 2023	Governmental Funds			Proprietary Funds		Agency	Consolidated Totals
	General Fund	Debt Service	Special Revenue	Water Utility	Non-Major Utilities	Park	
Revenues and Transfers In							
• Property Taxes	\$ 12,222,219	\$ -	\$ 6,475,195	\$ -	\$ -	\$ -	\$ 18,697,414
(Discount on Taxes)	\$ (432,222)		\$ (238,566)				\$ (670,788)
• Sales Taxes	\$ -	\$ -	\$ 14,323,125	\$ -	\$ -	\$ -	\$ 14,323,125
• Other Taxes	\$ 73,650	\$ 1,195,000	\$ 293,055	\$ -	\$ -	\$ -	\$ 1,561,705
• Special Assessments	\$ 310,000	\$ 20,282,953	\$ 32,300	\$ -	\$ -	\$ 394,675	\$ 21,019,928
• Franchise Fees	\$ 1,269,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,269,000
• License and Permits	\$ 1,416,600	\$ -	\$ 13,000	\$ -	\$ -	\$ -	\$ 1,429,600
• Intergovernmental	\$ 2,460,000	\$ -	\$ 2,833,448	\$ -	\$ -	\$ -	\$ 5,293,448
• Charges for Services	\$ 2,708,410	\$ -	\$ 503,013	\$ -	\$ -	\$ -	\$ 3,211,423
• Fines and Forfeits	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000
• Grants and Donations	\$ 225,450	\$ -	\$ 270,200	\$ -	\$ -	\$ -	\$ 495,650
• Investment Income	\$ 2,285,270	\$ -	\$ 24,000	\$ -	\$ -	\$ -	\$ 2,309,270
• Miscellaneous	\$ 20,000	\$ -	\$ 477,800	\$ -	\$ -	\$ -	\$ 497,800
• Transfers In	\$ 5,744,079	\$ 1,043,146	\$ 15,334,203	\$ -	\$ -	\$ -	\$ 22,121,428
• Public Utility	\$ -	\$ -	\$ -	\$ 8,710,000	\$ 9,955,511	\$ -	\$ 18,665,511
Revenues and Transfers In Total:	\$ 28,622,456	\$ 22,521,099	\$ 40,340,773	\$ 8,710,000	\$ 9,955,511	\$ 394,675	\$ 110,544,514
Financial Uses							
• General Government	\$ 9,290,199	\$ -	\$ 8,676,003	\$ -	\$ -	\$ -	\$ 17,966,202
• Public Safety	\$ 12,206,385	\$ -	\$ 6,129,688	\$ -	\$ -	\$ -	\$ 18,336,073
• Public Works	\$ 4,741,835	\$ -	\$ 32,964	\$ -	\$ -	\$ -	\$ 4,774,799
• Public Transportation	\$ 410,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 410,540
• Unallocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,675	\$ 394,675
• Public Utilities	\$ -	\$ -	\$ -	\$ 6,179,956	\$ 10,883,645	\$ -	\$ 17,063,601
• Capital Outlay	\$ 706,550	\$ -	\$ 117,700	\$ 314,000	\$ 287,000	\$ -	\$ 1,425,250
• Debt Service - Normal Redemption	\$ -	\$ 17,251,869	\$ -	\$ 800,000	\$ -	\$ -	\$ 18,051,869
• Debt Service - Interest and Fees	\$ -	\$ 9,051,373	\$ -	\$ 292,882	\$ -	\$ -	\$ 9,344,255
• Transfers Out	\$ 47,915	\$ -	\$ 27,443,173	\$ -	\$ 180,821	\$ -	\$ 27,671,909
Financial Uses Total:	\$ 27,403,424	\$ 26,303,242	\$ 42,399,528	\$ 7,586,838	\$ 11,351,466	\$ 394,675	\$ 115,439,173
Surplus (Deficit)	\$ 1,219,032	\$ (3,782,143)	\$ (2,058,755)	\$ 1,123,162	\$ (1,395,955)	\$ -	\$ (4,894,659)
Fund/Equity Balance - Beginning	\$ 32,964,323	\$ 57,822,167	\$ 45,957,733	\$ 7,215,764	\$ 5,032,277	\$ 887,594	\$ 149,879,858
Fund/Equity Balance - Ending	\$ 34,183,355	\$ 54,040,024	\$ 43,898,978	\$ 8,338,926	\$ 3,636,322	\$ 887,594	\$ 144,985,199

City of West Fargo, North Dakota - Preliminary 2023 Budget by Functional Area

	Account	2021 Actual	2022 Budget	2023 Budget	Increase/(Decrease) in \$
General Funds					
• Court	1000-412000	\$ 661,161	\$ 657,450	\$ 732,633	\$ 75,183
• Administration	1000-414000	\$ 528,375	\$ 518,856	\$ 718,463	\$ 199,607
• Finance	1000-414100	\$ 535,915	\$ 570,912	\$ 627,484	\$ 56,572
• Assessor	1000-414101	\$ 569,523	\$ 646,244	\$ 739,379	\$ 93,135
• Economic Development	1000-414102	\$ 245,985	\$ 285,486	\$ 163,339	\$ (122,147)
• Human Resources	1000-414103	\$ 423,475	\$ 500,508	\$ 595,280	\$ 94,772
• Information Technology	1000-414104	\$ 704,170	\$ 724,353	\$ 913,505	\$ 189,152
• Engineering	1000-414200	\$ 695,872	\$ 1,064,020	\$ 1,258,530	\$ 194,510
• Non-Departmental	1000-415000	\$ 1,168,597	\$ 1,014,234	\$ 1,249,686	\$ 235,452
• Communications	1000-416200	\$ 310,192	\$ 422,821	\$ 591,780	\$ 168,959
• Planning	1000-418000	\$ 1,380,870	\$ 1,636,794	\$ 1,930,160	\$ 293,366
• Police Department	1000-421000	\$ 9,252,924	\$ 10,366,730	\$ 12,206,385	\$ 1,839,655
• Streets	1000-43000X	\$ 2,864,220	\$ 3,520,618	\$ 4,257,048	\$ 736,430
• Public Works	1000-450000	\$ 175,496	\$ 352,858	\$ 384,053	\$ 31,195
• Fleet and Facility	1000-455000	\$ 580,286	\$ 945,033	\$ 835,699	\$ (109,334)
• Transfers Out	1000-521000	\$ 12,166	\$ -		\$ -
• Reserve	1001-415000	\$ 131,314	\$ 200,000	\$ 200,000	\$ -
Total General Funds		\$ 20,240,541	\$ 23,426,917	\$ 27,403,424	\$ 3,976,507
Other Levied Special Funds					
• City's Share of Specials	2030-490000	\$ 206,055	\$ 214,670	\$ 248,537	\$ 33,867
• Fire Department	2060-415200	\$ 4,396,955	\$ 3,960,625	\$ 6,117,268	\$ 2,156,643
• Library	7000-411600	\$ 1,515,776	\$ 1,725,276	\$ 1,845,888	\$ 120,612
• Airport Authority	7050-500000	\$ 103,676	\$ 176,150	\$ 183,220	\$ 7,070
Total Other Levied Special Funds		\$ 6,222,462	\$ 6,076,721	\$ 8,394,913	\$ 2,318,192
Total Levied Funds		\$ 26,463,003	\$ 29,503,638	\$ 35,798,337	\$ 6,294,699

Special Funds					
• Sales Tax	2000-521000	\$ 16,823,225	\$ 13,441,000	\$ 14,078,040	\$ 14,454,125
• Park	2050-451000	\$ 956,944	\$ 784,000	\$ 784,000	\$ 956,944
• Gaming Funds	2110-521000	\$ -	\$ 12,000	\$ 12,000	\$ 12,000
• Municipal Highway Fund	2130-510000	\$ 1,685,142	\$ 1,447,000	\$ 1,447,000	\$ 1,845,504
• Tourism and Events	2140, etc	\$ 11,000	\$ -	\$ -	\$ -
• FM Convention Visitor's Bureau	2141-411500	\$ 280,743	\$ 182,700	\$ 277,500	\$ 293,055
• Vector Control	2200-427500	\$ 64,230	\$ 132,000	\$ 105,000	\$ 132,000
• Forestry	2210-428000	\$ 255,998	\$ 295,074	\$ 295,924	\$ 398,271
• City Utility	2230-454000	\$ 175,575	\$ 126,000	\$ 115,000	\$ 130,000
• Operating Reserve	2241-445105	\$ 350,402	\$ 1,907,820	\$ 1,907,820	\$ 730,000
• Plaza 32 & Veterans Plaza	23XX-4521X0	\$ 331,058	\$ -	\$ 494,326	\$ 486,145
• Night to Unite	2500-415000	\$ 4,728	\$ 5,200	\$ 5,200	\$ 5,000
• Miscellaneous Special Funds	2XXX-XXXXXX	\$ 347,098	\$ -	\$ -	\$ 73,558
• Cruise Night	2900-415000	\$ 36,214	\$ -	\$ -	\$ -
• Asset Forfeitures	2950-415000	\$ 11,937	\$ 30,000	\$ 30,000	\$ 30,000
• Economic Development	2960-411900	\$ 2,551,035	\$ 3,300,000	\$ 1,128,500	\$ 3,603,281
• Capital Improvements	2970-480000	\$ 3,431,071	\$ 10,194,888	\$ 5,805,000	\$ 10,804,732
Total Special Funds		\$ 27,316,400	\$ 31,857,682	\$ 26,485,310	\$ 33,954,615
Debt Service					
• Debt Service	3000's	\$ 55,157,669	\$ 27,172,790	\$ 27,172,970	\$ 26,303,242
Proprietary Funds					
• Health and Sanitation Enterprise	6010-450200	\$ 4,998,305	\$ 5,319,149	\$ 5,417,588	\$ 5,630,188
• Water Enterprise	6020-450000	\$ 9,559,834	\$ 7,786,254	\$ 7,917,429	\$ 7,586,838
• Sewer Enterprise	6025-450000	\$ 4,410,863	\$ 5,355,685	\$ 4,963,233	\$ 5,721,278
Total Proprietary Funds		\$ 18,969,002	\$ 18,461,088	\$ 18,298,250	\$ 18,938,304
Tree Planting					
• Tree Planting	5000-422000	\$ 48,585	\$ 112,000	\$ 50,000	\$ 50,000
WF Park District Districts					
• WF Park District Districts	8XXX-451000	\$ 519,508	\$ 406,669	\$ 406,669	\$ 394,675
Total All Funds		\$ 128,474,167	\$ 107,513,867	\$ 102,049,300	\$ 115,439,173

City of West Fargo, North Dakota - Budget 2023 Property Tax/Mill Levy			
Value of a mill = \$232,014			
Mills	2021 Actual	2022 Actual	2023 Requested
General Fund	51.65	53.04	52.68
Share of Specials	1.13	1.13	1.12
Fire	16.40	17.72	17.6
Library	7.43	8.45	8.4
Airport	0.86	0.81	0.81
Totals	77.47	81.15	80.61
Change from Prior Year	(0.51)	3.68	(0.53)
Dollars	2021 Actual	2022 Actual	2023 Requested
General Fund	\$ 9,698,453	\$ 10,536,697	\$ 12,222,219
Share of Specials	\$ 212,183	\$ 222,487	\$ 258,086
Fire	\$ 3,079,470	\$ 3,520,074	\$ 4,083,290
Library	\$ 1,395,150	\$ 1,678,590	\$ 1,947,167
Airport	\$ 161,484	\$ 160,906	\$ 186,652
Totals	\$ 14,546,740	\$ 16,118,754	\$ 18,697,414
Change from Prior Year	\$ 1,012,066	\$ 1,572,014	\$ 2,578,660
% Change from Prior Year	7%	11%	16%

Mill Levy Increase Impacts	
• Increase for owner per \$100,000 of property value	\$ -
• Increase for owner per \$200,000 of property value	\$ -
• Increase for owner per \$300,000 of property value	\$ -
• Increase for owner per \$400,000 of property value	\$ -

LEVIED FUNDS THAT INCLUDE PROPERTY TAX REVENUES

CITY OF WEST FARGO, ND
Expenditure Budget – 414000 Administration
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 389,153	\$ 513,171
220	SOCIAL SECURITY	\$ 29,770	\$ 39,258
230	RETIREMENT	\$ 59,385	\$ 78,310
240	WORKFORCE SAFETY INSURANC	\$ 273	\$ 364
245	CORPORATE EDUCATION	\$ -	\$ -
320	HEALTH INSURANCE	\$ 25,654	\$ 67,594
340	TRAVEL & EDUCATION	\$ 7,000	\$ 7,050
356	TELEPHONE	\$ 1,100	\$ 1,020
410	OFFICE SUPPLIES	\$ 1,100	\$ 1,100
418	PROFESSIONAL SERVICES	\$ 1,000	\$ 1,000
497	TECHNOLOGY	\$ 500	\$ 3,696
667	MEMBERSHIPS	\$ 3,421	\$ 5,250
668	PRINTING	\$ 500	\$ 500
829	STAFF LICENSING	\$ -	\$ 150
	TOTAL	\$ 518,856	\$ 718,463

CITY OF WEST FARGO, ND
Expenditure Budget - 7050 Airport
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
120	OTHER SALARIES	\$ 600	\$ 600
307	CONTRACT SERVICES	\$ 39,600	\$ 43,200
312	ATTORNEY	\$,000	\$ 500
321	PROPERTY INSURANCE	\$ 1,750	\$ 2,900
323	LIABILITY INS	\$ 3,200	\$ 2,850
340	TRAVEL & EDUCATION	\$ 100	\$ 105
356	TELEPHONE	\$ 800	\$ 840
420	OPERATION & MAINTENANCE	\$ 40,000	\$ 20,000
426	MACHINERY-EQUIP/PARTS	\$ 2,000	\$ 21,000
427	VEHICLES MAINTENANCE	\$ 2,000	\$ 2,300
653	CAPITAL IMPROVEMENTS	\$ 66,000	\$ 68,970
657	EQUIPMENT LEASE	\$ 19,000	\$ 19,855
667	MEMBERSHIPS	\$ -	\$ -
668	PRINTING	\$ 100	\$ 100
	TOTAL	\$ 176,150	\$ 183,220

CITY OF WEST FARGO, ND
Expenditure Budget - 414101 Assessing
For the Year: 2023

The Assessment Department's principal objective is the fair and equitable assessment of all property within city limits for property tax purposes, per the North Dakota State Tax Department. Additionally it is our responsibility to compile records regarding real estate transactions, new construction, remodels or alterations, as well as administer a variety of property tax exemption and credit programs instituted by the North Dakota State Legislature. The Assessment Department is staffed by five full time employees.

Goals for 2023

- Visit and review 20% of all properties in accordance with our five year review schedule
- Process and value an est. 1,000+ permits, including 300-400 new homes
- Update and maintain records on all of our 13,000+ parcels

Our 2023 budget has minimal change with the exception of our request to add a new residential appraiser. This addition is needed due to the growth the city has experienced since we added our last residential appraiser in 2006, to continue to meet our departmental goals.

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 410,633	\$ 474,522
220	SOCIAL SECURITY	\$ 31,413	\$ 36,301
230	RETIREMENT	\$ 62,663	\$ 72,412
240	WORKFORCE SAFETY INSURANC	\$ 455	\$ 1,135
320	HEALTH INSURANCE	\$ 66,824	\$ 82,756
340	TRAVEL & EDUCATION	\$ 10,681	\$ 13,281
356	TELEPHONE	\$ -	\$ -
378	EMPLOYEE RELATIONS	\$ -	\$ -
410	OFFICE SUPPLIES	\$ 3,000	\$ 3,000
420	OPERATION & MAINTENANCE	\$ -	\$ -
422	UNIFORMS	\$ -	\$ -
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 75
428	SERVICE AGREEMENTS-CONTRACTS	\$ -	\$ -
497	TECHNOLOGY	\$ 55,665	\$ 49,532
661	POSTAGE/FREIGHT/SHIPPING	\$ 500	\$ 1,000
667	MEMBERSHIPS	\$ 910	\$ 1,365
668	PRINTING	\$ 3,500	\$ 4,000
	TOTAL	\$ 646,244	\$ 739,379

CITY OF WEST FARGO, ND
Expenditure Budget - 416200 Communications
For the Year: 2023

The Communication Department is responsible for the management of external communications for the City of West Fargo, including brand management, community engagement, public information, media relations, multimedia promotional campaigns, City website management, social media content creation1 printed publications and the operation of a public access channel.

- Communication Goals for 2023
- Continue building the new City of West Fargo brand platform
 - Develop department standard operating procedures to improve record management, measurement and project management standards
 - Build a public engagement strategy to improve the community's experience with providing input and receiving resulting decisions

An additional \$26, 155 is included for technology, training and equipment upgrades to better capture video content, which has become the preferred content format on social media. These materials will also provide the Communication Department with the proper equipment to conduct off-site press conferences during emergency or crisis incidents. This request has also been submitted for a Department of Emergency Services grant that fully covers the cost of approved items.

A \$6,000 line item for a social media archiving tool is also added to the budget. In North Dakota, social media is considered a public record and needs to be archived in order to fulfill record requests. A software is necessary for this because social networks do not fully archive content and we cannot rely on manually archiving the records because of the dynamic platforms.

The 2023 budget contains a request for a Communication Coordinator to work with other departments on public meeting communication to improve transparency, track performance objectives1 and assist with project workflow. This position will also assist the other members of the department with overflow work, which prevents the department from developing new strategies to improve engagement and transparency.

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 203,565	\$ 317,851
220	SOCIAL SECURITY	\$ 15,573	\$ 24,316
230	RETIREMENT	\$ 31,064	\$ 48,504
240	WORKFORCE SAFETY INSURANC	\$ 273	\$ 364
245	CORPORATE EDUCATION	\$ -	\$ -
320	HEALTH INSURANCE	\$ 8,913	\$ 36,604
340	TRAVEL & EDUCATION	\$ 2,850	\$ 9,500
356	TELEPHONE	\$ 2,553	\$ 3,136
410	OFFICE SUPPLIES	\$ 500	\$ 500
418	PROFESSIONAL SERVICES	\$ 15,000	\$ -
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 5
440	ADVERTISING	\$ 5,000	\$ 5,000
497	TECHNOLOGY	\$ 57,280	\$ 52,570
602	MARKETING	\$ 70,000	\$ 70,000
641	FURN & EQUIP-NON DEPRECIA	\$ 500	\$ 6,500
667	MEMBERSHIPS	\$ 4,750	\$ 1,860
668	PRINTING	\$ 5,000	\$ 5,000
864	FURN & EQUIP DEPRECIATED > \$5,000	\$ -	\$ 10,000
	TOTAL	\$ 422,821	\$ 591,780

CITY OF WEST FARGO, ND
Expenditure Budget - 412000 Court
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 136,151	\$ 167,493
111	ADMINSTRATIVE SALARIES	\$ 52,456	\$ 54,554
220	SOCIAL SECURITY	\$ 14,428	\$ 16,987
230	RETIREMENT	\$ 20,777	\$ 25,559
240	WORKFORCE SAFETY INSURANC	\$ 363	\$ 364
304	INTERPRETER SERVICE	\$ 750	\$ 750
309	ALTERNATE JUDGES SALARIES	\$ 6,000	\$ 6,000
310	COURT APPT ATTORNEYS	\$ 61,200	\$ 61,200
312	ATTORNEY	\$ 315,000	\$ 340,000
320	HEALTH INSURANCE	\$ 32,105	\$ 40,975
340	TRAVEL & EDUCATION	\$ 3,000	\$ 5,000
410	OFFICE SUPPLIES	\$ 3,800	\$ 4,500
420	OPERATION & MAINTENANCE	\$ 500	\$ 1,500
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ 720	\$ 455
428	SERVICE AGREEMENTS-CONTRACTS	\$ -	\$ -
497	TECHNOLOGY	\$ 3,500	\$ 1,196
641	FURN & EQUIP-NON DEPRECIATED <\$5000	\$ -	\$ 500
667	MEMBERSHIPS	\$ -	\$ 100
740	SERVICE CHARGES	\$ 6,700	\$ 5,500
	TOTAL	\$ 657,450	\$ 732,633

CITY OF WEST FARGO, ND
Expenditure Budget - 414102 Economic Development
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 169,951	\$ 80,164
220	SOCIAL SECURITY	\$ 13,001	\$ 6,133
230	RETIREMENT	\$ 25,935	\$ 12,233
240	WORKFORCE SAFETY INSURANC	\$ 182	\$ 91
320	HEALTH INSURANCE	\$ 16,887	\$ 20,446
340	TRAVEL & EDUCATION	\$ 19,950	\$ 5,000
356	TELEPHONE	\$ 580	\$ 540
399	RECRUITMENT/EMPLOYMENT TE	\$ -	\$ -
410	OFFICE SUPPLIES	\$ 1,000	\$ 1,000
497	TECHNOLOGY	\$ 2,000	\$ 732
602	MARKETING	\$ 10,000	\$ 10,000
641	FURN & EQUIP-NON DEPRECIA	\$ -	\$ 1,000
661	POSTAGE/FREIGHT/SHIPPING	\$ 1,000	\$ 1,000
667	MEMBERSHIPS	\$ 25,000	\$ 25,000
	TOTAL	\$ 285,486	\$ 163,339

CITY OF WEST FARGO, ND
Expenditure Budget - 414200 Engineering
For the Year: 2023

The Engineering Department provides technical guidance and advisement to the City Administrator, City Commission and other city departments in the planning, coordination and management of public infrastructure and private development projects. The department also recommends and enforces engineering policies, regulates right-of-way activities, manages utility locating services, oversees traffic operations, and implements the City's Capital Improvement Plan (CIP) including design and construction administration as well as contract management for authorized projects. The department currently has nine (9) FT staff and two (2) PT interns.

- Goals for 2023
- Fill all approved positions.
 - Update engineering related policies and ordinances.
 - Integrate engineering permit process and/or software with other departments (e.g., building permits).
 - Work with PW and Planning to create new land development code.
 - Work with PW & Finance on Pavement Management policy and finance strategy and integrate with 2023 CIP.

The Engineering Department is requesting two (2) full-time positions and an additional vehicle for the 2023 budget, which are the notable changes from the 2022 budget.

	LINE ITEM	2022 Budget	2023 Budget
110	PERMANENT EMP SALARIES	\$ 859,928	\$ 945,203
114	PART TIME SALARIES	\$ 16,500	\$ 16,500
220	SOCIAL SECURITY	\$ 67,047	\$ 73,570
230	RETIREMENT	\$ 131,225	\$ 143,765
240	WORKFORCE SAFETY INSURANC	\$ 5,465	\$ 1,133
307	CONTRACT SERVICES	\$ -	\$ -
312	ATTORNEY	\$ 2,000	\$ 2,000
313	ENGINEERING	\$ 40,000	\$ 40,000
320	HEALTH INSURANCE	\$ 176,445	\$ 202,027
340	TRAVEL & EDUCATION	\$ 12,000	\$ 15,200
356	TELEPHONE	\$ 6,500	\$ 6,707
410	OFFICE SUPPLIES	\$ 4,500	\$ 4,500
418	PROFESSIONAL SERVICES	\$ 5,000	\$ 5,000
420	OPERATION & MAINTENANCE	\$ 1,500	\$ 1,000
422	UNIFORMS/CLOTHING	\$ 4,000	\$ 4,000
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 75
432	TOOLS	\$ 1,000	\$ 1,000
497	TECHNOLOGY	\$ 22,900	\$ 33,831
641	FURNITURE & EQUIPMENT <\$5000	\$ 10,000	\$ 10,000
661	POSTAGE/FREIGHT/SHIPPING	\$ -	\$ -
667	MEMBERSHIPS	\$ 1,350	\$ 2,400
720	INTEREST	\$ -	\$ -
829	STAFF LICENSES	\$ 750	\$ 800
864	FURN & EQUIP >\$5000	\$ -	\$ 35,000
880	COST ALLOCATIONS	\$ (304,090)	\$ (285,181)
	TOTAL	\$ 1,064,020	\$ 1,258,530

CITY OF WEST FARGO, ND
Expenditure Budget - 414100 Finance
For the Year: 2023

The Finance Department provides the overall accounting for the City of West Fargo. This is includes utility billing, payroll, accounts payables, invoicing, general ledger, financial statements and treasury. The financial statements are audited annually which is facilitated through Finance. Finance coordinates the annual budget process and tracking of actual financial activity to the budget. The Finance Department has a total staff of 7.

Goals for 2023

- Complete implementation of time and attendance for payroll
- Complete implementation of new payment processing platform for utility billing
- Bonding for capital projects.

The 2023 budget has no material changes from the 2022 budget. Most increases are due to inflationary increases.

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 476,338	\$ 526,769
220	SOCIAL SECURITY	\$ 36,440	\$ 40,298
230	RETIREMENT	\$ 72,689	\$ 80,110
240	WORKFORCE SAFETY INSURANC	\$ 637	\$ 637
245	CORPORATE EDUCATION	\$ -	\$ 1,000
320	HEALTH INSURANCE	\$ 79,205	\$ 84,412
340	TRAVEL & EDUCATION	\$ 6,610	\$ 6,610
356	TELEPHONE	\$ 525	\$ 480
410	OFFICE SUPPLIES	\$ 4,800	\$ 3,000
420	OPERATION & MAINTENANCE	\$ 1,500	\$ 1,500
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ 1,950	\$ 500
428	SERVICE AGREEMENTS-CONTRACTS	\$ -	\$ -
497	TECHNOLOGY	\$ 56,847	\$ 50,168
641	FURN & EQUIP-NON DEPRECIA	\$ 1,000	\$ 1,000
667	MEMBERSHIPS	\$ 175	\$ 175
668	PRINTING	\$ -	\$ -
740	SERVICE CHARGES	\$ 17,305	\$ 36,000
880	COST ALLOCATIONS	\$ (185,109)	\$ (205,175)
	TOTAL	\$ 570,912	\$ 627,484

CITY OF WEST FARGO, ND
Expenditure Budget – 415200 Fire
For the Year: 2023

The West Fargo Fire Department is an all-hazards, combination fire department, responding to fires, rescues, hazmat, and emergency medical and technical rescue calls. The fire department carries out fire suppression and technical rescue, medical emergency response, risk reduction and hazardous material emergency response activities, and maintenance activities on fire equipment and fire station facilities.

The fire department staff consists of a Chief, Deputy Fire Chief of Operations, Deputy Fire Chief of Support, Deputy Fire Chief of Community Risk Reduction, Training Chief, Battalion Chiefs, Equipment Specialist, Captains, Fire Inspector/K9 Handler and Community Risk Reduction Officers, Firefighter-EMTs, an Office Coordinator and a Chaplain. The department has 25 full time and 33 part time employees, for a total of 58 employees.

In 2021, the department responded to 2,539 calls for service. This represents a 2,085-call increase in five years, or 459% since 2017. There were 266 instances of concurrent calls, which strains the system and greatly increases response times for fire companies. In the city last year, \$1,109,880 in property was lost to fire, one civilian received burns from a kitchen fire, no firefighters were injured in fires, and there were no fire deaths.

2023 Budget Goals:

- Hiring 9 new firefighters to staff Engine Co. 76 at the new Fire HQ. This will be the first full time staffed company north of 1-94
- Hiring 1 new firefighter to complete staffing of Rescue Co. 7S at the Southside Station. This will fully staff that station with 5 firefighters daily
- Hiring 2 new Battalion Chiefs allows for a full-time fire incident commander and citywide supervisor on duty 24x7 from Fire HQ
- Hiring an Office Coordinator to assist in administrative tasks and be the first contact with the public at the new Fire Headquarters
- Hiring a Fire Inspector to increase the frequency of fire code compliance inspections to two annual inspections a year for all commercial occupancies
- Replacing a grass fire truck, adding a new staff car for inspections and service truck for equipment services
- Increasing the scope of annual firefighter physicals to include preventive heart disease screenings and advanced cancer screenings to address sudden cardiac arrest and cancer rates in firefighters
- Adding funding to provide new mental health services for firefighters

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
110	PERMANENT EMP SALARIES	\$ 1,747,948	\$ 2,564,193
113	REIMBURSED WAGES	\$ -	\$ -
114	PART TIME SALARIES	\$ 223,000	\$ 220,000
220	SOCIAL SECURITY	\$ 150,548	\$ 212,991
230	RETIREMENT	\$ 266,737	\$ 364,133
240	WORKFORCE SAFETY INSURANC	\$ 28,192	\$ 36,805
245	CORPORATE EDUCATION	\$ 56,170	\$ -
320	HEALTH INSURANCE	\$ 319,881	\$ 493,456
321	PROPERTY INSURANCE	\$ 23,423	\$ 23,423
323	LIABILITY INS	\$ 10,000	\$ 10,000
333	BUILDING RENTAL	\$ 15,000	\$ 15,000
340	TRAVEL & EDUCATION	\$ 40,130	\$ 107,478
356	TELEPHONE	\$ 13,200	\$ 14,037
375	PUBLIC RELATIONS	\$ 6,000	\$ 10,000
378	EMPLOYEE RELATIONS	\$ -	\$ 2,000
387	MEDICAL/VACCINES	\$ 18,900	\$ 37,000
399	RECRUITMENT/EMPLOYMENT TE	\$ 2,000	\$ 2,000
410	OFFICE SUPPLIES	\$ 1,500	\$ 3,000
420	OPERATION & MAINTENANCE	\$ 35,741	\$ 36,259
422	UNIFORMS	\$ 22,250	\$ 21,500
424	GAS AND OIL	\$ 27,000	\$ 55,521
427	VEHICLES MAINTENANCE	\$ 28,300	\$ 28,861
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ 1,400	\$ 805
428	SERVICE AGREEMENTS-CONTRACTS	\$ -	\$ 5,240
432	TOOLS	\$ -	\$ 3,000
490	MISC	\$ 1,040	\$ 1,040
494	GROUND-BUILD. REPAIR	\$ 10,475	\$ 10,905
497	TECHNOLOGY	\$ 21,929	\$ 38,454
500	SUPPLIES	\$ 19,500	\$ 19,500
527	UTILITIES	\$ 66,291	\$ 85,261
610	VEHICLE PURCHASES - DEPRE	\$ -	\$ 165,000
640	FURNITURE & EQUIPMENT	\$ -	\$ -
641	FURN & EQUIP-NON DEPRECIA	\$ 71,190	\$ 200,631
657	EQUIPMENT LEASE	\$ 189,295	\$ 189,295
661	POSTAGE/FREIGHT/SHIPPING	\$ -	\$ 1,000
667	MEMBERSHIPS	\$ 2,015	\$ 2,510
668	PRINTING	\$ 1,000	\$ 1,000
710	PRINCIPAL	\$ 84,960	\$ 84,960
720	INTEREST	\$ -	\$ -
797	RELIEF FIRE ASSOCIATION SU	\$ 100,000	\$ 112,500
802	BUILDING REPAIR	\$ -	\$ -
864	FURN & EQUIP DEPRECIATED	\$ 201,735	\$ 50,080
890	TRANSFERS OUT	\$ 142,875	\$ 121,614

906	DRONE TEAM	\$ 6,000	\$ 6,000
915	K-9/Arson Dog	\$ 5,000	\$ 5,000
996	PHYSICALS	\$ -	\$ 45,288
710	PRINCIPAL	\$ -	\$ 330,000
720	INTEREST	\$ -	\$ 380,528
		\$ -	\$ -
	TOTAL	\$ 3,960,625	\$ 6,117,268

REVENUES			
	PROPERTY TAXES	\$ 31,187	\$ 4,083,290
	DISCOUNT PROPERTY TAXES	\$ 30,654)	\$ (151,082)
	LICENSES AND PERMITS	\$ 5,000	\$ 5,000
	DAYCARE PERMITS	\$ 1,500	\$ 1,500
	FIRE ALARM PERMITS	\$ 4,000	\$ 4,000
	MISCELLANEOUS REVENUE	\$ -	\$ -
	RENT	\$ 4,500	\$ -
	INTEREST ON INVESTMENTS	\$ -	\$ -
	GRANTS	\$ 45,000	\$ 245,000
	TRANSFERS IN	\$ 167,620	\$ 710,528
		\$ -	\$ -
	TOTAL	\$ 3,828,153	\$ 4,898,236

NET			
	TOTAL	\$ (132,472)	\$ (1,219,032)

CITY OF WEST FARGO, ND
Expenditure Budget – 455000 Fleet and Facility
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 679,958	\$ 778,118
220	SOCIAL SECURITY	\$ 2,017	\$ 59,526
230	RETIREMENT	\$ 03,762	\$ 118,100
240	WORKFORCE SAFETY INSURANC	\$ 16,899	\$ 18,083
307	CONTRACT SERVICES	\$ 30,000	\$ 34,000
320	HEALTH INSURANCE	\$ 170,446	\$ 168,974
321	PROPERTY INSURANCE	\$ -	\$ -
340	TRAVEL & EDUCATION	\$ 10,000	\$ 9,650
356	TELEPHONE	\$ 3,028	\$ 2,879
358	LANDSCAPING-PUBLIC	\$ 5,000	\$ 5,000
387	MEDICAL/VACCINES	\$ 500	\$ 500
399	RECRUITMENT/EMPLOYMENT TE	\$ -	\$ -
420	OPERATION & MAINTENANCE	\$ 40,000	\$ 50,000
422	UNIFORMS	\$ -	\$ 5,000
424	GAS AND OIL	\$ 12,000	\$ 10,000
427	VEHICLES MAINTENANCE	\$ 12,000	\$ 10,000
432	TOOLS	\$ 13,000	\$ 15,000
433	SHOP SUPPLIES	\$ -	\$ 20,000
497	TECHNOLOGY	\$ -	\$ 56,249
500	SUPPLIES	\$ 30,000	\$ 30,000
527	UTILITIES	\$ 1,000	\$ 1,000
610	VEHICLE PURCHASES - DEPRE	\$ 247,500	\$ 46,000
641	FURN & EQUIP-NON DEPRECIA	\$ 10,000	\$ 10,000
668	PRINTING	\$ 500	\$ 500
751	PUB/TECH MANUALS/SOFTWARE	\$ 4,000	\$ 4,000
802	BUILDING REPAIR	\$ 5,000	\$ 5,000
870	CAPITALIZED ASSETS - OVER	\$ 69,050	\$ 27,550
880	COST ALLOCATIONS	\$ (570,627)	\$ (649,430)
	TOTAL	\$ 945,033	\$ 835,699

CITY OF WEST FARGO, ND
Expenditure Budget - 414103 Human Resources
For the Year: 2023

The Human Resources department provides human resources support services to the entire City of West Fargo staff, including employee recruitment and retention, benefits, safety, performance management, enforcement of employment laws and regulations, administration of employee policies, overseeing job descriptions and pay structure, and coordination of employee training.

Goals for 2023

- Implement performance management system based on City of West Fargo values
- Conduct market data study to ensure accurate and competitive compensation and benefits
- Continue to foster positive relationships with all City departments

An additional \$25,000 is included in the '2023 budget to complete a market data study. Currently, multiple entities in our area are conducting studies. By beginning our study in 2023, we are able to conduct our study at a lower cost by utilizing their data to determine our accuracy within the region.

The 2023 budget has \$20,000 added for an intern in the Human Resources department. This person will help with general administrative tasks, while also having the opportunity to job shadow and gain experience in a public Human Resources environment.

With the addition of a Safety Coordinator in 2021, there is a need for a Safety budget. This includes first aid kits and other safety equipment, as well as training needed in all City facilities for West Fargo staff. An additional line item was created for this, with a total amount of \$2750 to fund these needs.

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 239,694	\$ 268,313
114	PART TIME	\$ -	\$ 20,000
220	SOCIAL SECURITY	\$ 18,825	\$ 22,056
230	RETIREMENT	\$ 37,552	\$ 40,685
240	WORKFORCE SAFETY INSURANC	\$ 273	\$ 323
245	CORPORATE EDUCATION	\$ 20,000	\$ 25,000
307	CONTRACT SERVICES	\$ 18,200	\$ 44,400
312	ATTORNEY	\$ 10,000	\$ 20,000
320	HEALTH INSURANCE	\$ 46,424	\$ 38,659
340	TRAVEL & EDUCATION	\$ 7,250	\$ 13,750
356	TELEPHONE	\$ 1,050	\$ 540
378	EMPLOYEE RELATIONS	\$ 15,000	\$ 15,000
387	MEDICAL/VACCINES	\$ -	\$ -
399	RECRUITMENT/EMPLOYMENT TE	\$ 23,975	\$ 20,000
410	OFFICE SUPPLIES	\$ 1,900	\$ 1,000
418	PROFESSIONAL SERVICES	\$ 500	\$ 500
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 75
497	TECHNOLOGY	\$ 55,095	\$ 57,291
639	SAFETY EXPENSES	\$ -	\$ 2,750
641	FURN & EQUIP-NON DEPRECIA	\$ 500	\$ 500
661	POSTAGE/FREIGHT/SHIPPING	\$ 250	\$ 250
667	MEMBERSHIPS	\$ 3,770	\$ 3,938
668	PRINTING	\$ 250	\$ 250
	TOTAL	\$ 500,508	\$ 595,280

CITY OF WEST FARGO, ND
Expenditure Budget – 414104 Information Technology
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 369,684	\$ 419,392
220	SOCIAL SECURITY	\$ 27,516	\$ 32,082
230	RETIREMENT	\$ 54,888	\$ 63,007
240	WORKFORCE SAFETY INSURANC	\$ 455	\$ 455
320	HEALTH INSURANCE	\$ 60,029	\$ 52,626
340	TRAVEL & EDUCATION	\$ 12,500	\$ 12,500
356	TELEPHONE	\$ 3,885	\$ 4,960
399	RECRUITMENT/EMPLOYMENT TE	\$ -	\$ -
410	OFFICE SUPPLIES	\$ 2,500	\$ 2,000
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 75
497	TECHNOLOGY	\$ 191,396	\$ 324,907
641	FURNITURE & EQUIPMENT <\$5000	\$ -	\$ 500
667	MEMBERSHIPS	\$ 1,000	\$ 1,000
970	ALLOCATED COMPUTER EQUIPMENT	\$ -	\$ -
	TOTAL	\$ 723,853	\$ 913,505

CITY OF WEST FARGO, ND
Expenditure Budget - 411600 Library
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
110	PERMANENT EMP SALARIES	\$ 788,076	\$ 794,990
114	PART TIME SALARIES	\$ 120,471	\$ 146,358
220	SOCIAL SECURITY	\$ 69,504	\$ 72,013
230	RETIREMENT	\$ 118,692	\$ 121,315
240	WORKFORCE SAFETY INSURANC	\$ 1,470	\$ 1,512
250	UNEMPLOYMENT	\$ 1,000	\$ 500
312	ATTORNEY	\$ 4,000	\$ 4,000
320	HEALTH INSURANCE	\$ 81,079	\$ 130,844
321	PROPERTY INSURANCE	\$ -	\$ -
333	BUILDING RENTAL	\$ 120,510	\$ 120,752
340	TRAVEL & EDUCATION	\$ 17,392	\$ 17,392
356	TELEPHONE	\$ 1,531	\$ 3,300
387	MEDICAL/VACCINES	\$ 500	\$ 500
399	RECRUITMENT/EMPLOYMENT TE	\$ 3,000	\$ 3,000
410	OFFICE SUPPLIES	\$ 13,000	\$ 13,000
424	GAS AND OIL	\$ 1,200	\$ 1,200
427	VEHICLES MAINTENANCE	\$ 6,000	\$ 1,200
428	SERVICE AGREEMENTS-CONTRA	\$ 11,100	\$ 10,260
490	MISC	\$ 750	\$ -
497	TECHNOLOGY	\$ 45,070	\$ 63,064
500	SUPPLIES	\$ 500	\$ 500
641	FURN & EQUIP-NON DEPRECIA	\$ 2,810	\$ 27,950
644	POSTAL METER RENT	\$ 1,200	\$ 1,200
648	PROFESSIONAL PUBLICATIONS	\$ 2,440	\$ 3,000
649	PROGRAMMING	\$ 21,000	\$ 16,000
650	E RESOURCES	\$ 36,000	\$ 41,285
661	POSTAGE/FREIGHT/SHIPPING	\$ 6,000	\$ 7,000
662	BOOKS	\$ 100,750	\$ 100,750
663	MAGAZINES	\$ 5,260	\$ 5,500
664	AUDIO VIDEO	\$ 31,500	\$ 31,500
667	MEMBERSHIPS	\$ 3,176	\$ 3,500
668	PRINTING	\$ 1,000	\$ 1,000
669	INSURANCE	\$ 2,750	\$ 2,750
672	EMERGENCY MEDICAL SUPPLIE	\$ 250	\$ 350
689	PROMOTIONAL ACTIVITIES	\$ 11,400	\$ 11,400
740	SERVICE CHARGES	\$ 500	\$ 1,750
864	FURN & EQUIP DEPRECIATED >\$5,000	\$ 10,707	\$ 5,830

880	COST ALLOCATIONS	\$ 41,238	\$ 42,023
890	TRANSFERS OUT	\$ 20,000	\$ 10,000
901	CATALOGING	\$ 2,450	\$ 3,200
994	ODIN	\$ 20,000	\$ 24,200
	TOTAL	\$ 1,725,276	\$ 1,845,888

REVENUES			
	Taxes	\$ 1,682,739	\$ 1,947,167
	Levy Discounts	\$ (62,261)	\$ (72,045)
	Intergovernmental	\$ 31,000	\$ 31,000
	Charges for Services	\$ -	\$ -
	Miscellaneous	\$ 5,000	\$ 5,000
	Sponsorships	\$ 25,000	\$ 20,000
	Pledges	-	\$ -
	TOTAL	\$ 1,681,478	\$ 1,931,122

NET			
	TOTAL	\$ (43,798)	\$ 85,234

CITY OF WEST FARGO, ND
Expenditure Budget - 415000 Non-departmental
For the Year: 2023

	LINE ITEM	2022 Budget	2023 Budget
205	ADVERTISING	\$ 2,000	\$ 2,000
220	SOCIAL SECURITY	\$ 5,374	\$ 5,588
240	WORKFORCE SAFETY INSURANC	\$ 125	\$ -
312	ATTORNEY	\$ 160,000	\$ 160,000
323	LIABILITY INS	\$ 110,000	\$ 110,000
340	TRAVEL & EDUCATION	\$ 20,000	\$ 20,000
342	COMM. UNVOUCH. EXP/SALARI	\$ 70,245	\$ 73,052
344	PUBLISH MINUTES	\$ 7,500	\$ 7,500
356	TELEPHONE	\$ 27,600	\$ 28,620
362	PIONEER AD	\$ 800	\$ 800
369	AUDIT FEES	\$ 34,500	\$ 36,500
371	ND LEAGUE OF CITIES DUES	\$ 15,500	\$ 16,000
374	SENIOR CITIZEN CENTER	\$ 43,050	\$ 43,050
375	PUBLIC RELATIONS	\$ 2,000	\$ 2,000
376	TRANSIT CTY OF FARGO	\$ 410,540	\$ 410,540
410	OFFICE SUPPLIES	\$ 1,000	\$ 4,000
413	MEALS & MEETINGS	\$ -	\$ 1,500
418	PROFESSIONAL SERVICES	\$ 10,000	\$ 10,000
420	OPERATION & MAINTENANCE	\$ 15,000	\$ 15,000
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ 20,000	\$ 3,975
428	SERVICE AGREEMENTS-CONTRACTS		\$ 20,000
455	CULTURAL DIVERSITY CONTRI	\$ 5,040	\$ 5,040
465	CONTINGENCIES	\$ 200,000	\$ 200,000
497	TECHNOLOGY	\$ 13,860	\$ 46,421
527	UTILITIES		\$ 188,000
639	SAFETY EXPENSES	\$ 1,000	\$ 1,000
658	FAMILY HEALTH	\$ 20,000	\$ 20,000
666	ARTS COUNCIL	\$ 10,000	\$ 10,000
667	MEMBERSHIPS	\$ 1,000	\$ 1,000
668	PRINTING	\$ 3,500	\$ 3,500
679	CHAMBER OF COMMERCE	\$ 2,600	\$ 2,600
945	NATL NITE OUT	\$ 2,000	\$ 2,000
	TOTAL	\$ 1,214,234	\$ 1,449,686

CITY OF WEST FARGO, ND
Expenditure Budget - Planning/Building Inspections
For the Year: 2023

The Planning & Zoning Department administers the City's planning, development, and geographic information services. The department consists of 14 staff across three divisions: Planning, Building Inspections, & GIS (Geographic Information Systems).

The Planning division is responsible for preparing, maintaining, and implementing various city plans and related policies, primarily relating to urban growth and community development. The Planning division facilitates the City's land development entitlement process, which includes the review and approval of development applications such as new subdivisions and zoning changes.

The Building Inspections division is responsible for ensuring public safety through building code regulations, permit review, and inspection of building construction. The Building Inspections division facilitates the City's multi-departmental building permit review process.

The GIS division is responsible for creating and maintaining the City's location-based information and data. This includes the locational aspects of the City's tax parcels and property information, as well as the City's capital infrastructure assets, such as sewer, water, and street networks. The GIS division maintains several platforms for managing, publishing, and communicating this data, including the City's interactive map, which makes vast amounts of City data available and accessible to the general public.

Goals for 2023:

- Complete updates to the development entitlement review process
- Initiate long-range (proactive) planning program
- Complete implementation of iWorQ building permitting software
- Complete onboarding and training of new Inspections staff, including Deputy Inspections Administrator
- Overhaul and update the City's asset/infrastructure geo-datasets
- Transition management of emergency addressing and street data from the County to the City

Material changes for 2023 budget:

- Increase in allocation for Professional Services to aid in city-wide coordination and planning in advance of future development (such as the northwest growth area).
- Increase in allocation for Service Agreements to fund the City's local share of metro wide LiDAR and associated aerial imagery acquisition, which is collected every three years.

		LINE ITEM	2022 BUDGET	2023 BUDGET
110	418000	PERMANENT EMP SALARIES	\$ 995,187	\$ 1,077,989
111	418000	ADMINSTRATIVE SALARIES	\$ 2,880	\$ 2,880
220	418000	SOCIAL SECURITY	\$ 76,131	\$ 82,467
230	418000	RETIREMENT	\$ 151,865	\$ 164,044
240	418000	WORKFORCE SAFETY INSURANC	\$ 1,274	\$ 1,977
245	418000	CORPORATE EDUCATION	\$ 5,000	\$ 5,000
312	418000	ATTORNEY	\$ 40,000	\$ 40,000
320	418000	HEALTH INSURANCE	\$ 156,137	\$ 203,974
340	418000	TRAVEL & EDUCATION	\$ 23,800	\$ 26,470
356	418000	TELEPHONE	\$ 3,300	\$ 3,300
372	418000	METRO COUNCIL DUES	\$ 37,559	\$ 50,556
387	418000	MEDICAL/VACCINES	\$ -	\$ -
399	418000	RECRUITMENT/EMPLOYMENT TE	\$ 500	\$ 500
410	418000	OFFICE SUPPLIES	\$ 3,500	\$ 3,500
418	418000	PROFESSIONAL SERVICES	\$ 50,000	\$ 100,000
420	418000	OPERATION & MAINTENANCE	\$ -	\$ -
422	418000	UNIFORMS	\$ 1,000	\$ 1,000
428	418000	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 8,955
428	418000	SERVICE AGREEMENTS-CONTRACTS	\$ -	\$ 20,000
484	418000	GRANT MONEY PURCHASES	\$ -	\$ -
497	418000	TECHNOLOGY	\$ 82,850	\$ 86,267
520	418000	SERVICES PURCHASED & BILL	\$ -	\$ 40,000
555	418000	REIMBURSED EXPENSES	\$ -	\$ -
661	418000	POSTAGE/FREIGHT/SHIPPING	\$ 2,500	\$ 2,500
662	418000	BOOKS	\$ 1,300	\$ 2,800
667	418000	MEMBERSHIPS	\$ 2,011	\$ 1,981
668	418000	PRINTING	\$ -	\$ 4,000
		TOTAL	\$ 1,636,794	\$ 1,930,160

CITY OF WEST FARGO, ND
Expenditure Budget - 421000 Police
For the Year: 2023

The Police Department provides police services for the City of West Fargo and contracts services with West Fargo Public Schools to provide School Resource Officer personnel.

Goals for 2023:

- Hire three additional sworn staff (Police Officers) to supplement current staffing and increase Patrol Division shift minimums.
- Hire one additional School Resource Officer at the request of West Fargo Public Schools for full-time coverage at Horace High School
- Hire a full-time Administrative Assistant to assist the Chief of Police and Command Staff
- Implement a Body Worn Camera program
- Hire a full-time Records Support Specialist to manage our Body-Worn Camera program if funded

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 6,401,380	\$ 7,353,772
205	ADVERTISING	\$ 2,000	\$ 2,000
220	SOCIAL SECURITY	\$ 484,197	\$ 562,564
230	RETIREMENT	\$ 910,837	\$ 1,031,536
240	WORKFORCE SAFETY INSURANC	\$ 43,757	\$ 50,134
250	UNEMPLOYMENT	\$ 5,000	\$ 5,000
285	CRIME FREE HOUSING	\$ 900	\$ 1,500
304	INTERPRETER SERVICE	\$ 500	\$ 500
312	ATTORNEY	\$ -	\$ -
320	HEALTH INSURANCE	\$ 842,939	\$ 1,135,104
321	PROPERTY INSURANCE	\$ 27,400	\$ 27,400
322	INSURANCE CLAIM EXPENSES	\$ -	\$ -
323	LIABILITY INS	\$ 7,000	\$ 7,000
340	TRAVEL & EDUCATION	\$ 151,000	\$ 156,000
356	TELEPHONE	\$ 70,900	\$ 80,700
365	SPECIAL INVESTIGATIONS	\$ 9,900	\$ 13,700
373	IN SERVICE TRAINING	\$ -	\$ -
375	PUBLIC RELATIONS	\$ 42,800	\$ 50,800
387	MEDICAL/VACCINES	\$ 3,700	\$ 49,400
396	ANIMALS	\$ 26,900	\$ 28,400
398	PRISONER BOARD EXPENSES	\$ 135,000	\$ 135,000
399	RECRUITMENT/EMPLOYMENT TE	\$ 2,900	\$ 7,600
410	OFFICE SUPPLIES	\$ 13,500	\$ 13,500
415	TELETYPE AND PAPER	\$ 9,720	\$ 11,100
420	OPERATION & MAINTENANCE	\$ 15,100	\$ 14,600
422	UNIFORMS	\$ 56,500	\$ 78,400
424	GAS AND OIL	\$ 147,000	\$ 203,000
427	VEHICLES MAINTENANCE	\$ 47,100	\$ 59,500
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ 20,200	\$ 7,316
428	SERVICE AGREEMENTS	\$ -	\$ 7,584
461	FIRST LINK	\$ 7,000	\$ 7,000
489	PHOTOGRAPHS	\$ 500	\$ 500
497	TECHNOLOGY	\$ 219,200	\$ 232,100
502	Red River Children's Advo	\$ 4,000	\$ 4,000

505	Youthworks	\$	30,000	\$	30,000
527	UTILITIES	\$	2,500	\$	2,500
610	VEHICLE PURCHASES - DEPRE	\$	364,000	\$	390,700
640	FURNITURE & EQUIPMENT	\$	-	\$	-
641	FURN & EQUIP-NON DEPRECIA	\$	131,600	\$	301,175
660	WRECKER FEES	\$	2,000	\$	2,000
661	POSTAGE/FREIGHT/SHIPPING	\$	4,800	\$	4,800
667	MEMBERSHIPS	\$	8,200	\$	9,400
668	PRINTING	\$	6,000	\$	10,000
906	DRONE TEAM	\$	7,000	\$	7,000
915	K-9/Arson Dog	\$	12,400	\$	30,300
978	DIVE RESCUE	\$	7,500	\$	7,500
979	BOMB/SWAT	\$	14,000	\$	14,000
987	WEAPONS/AMMO/MAINTENANCE	\$	54,400	\$	44,500
996	PHYSICALS	\$	13,500	\$	15,800
		\$	-	\$	-
	TOTAL	\$	10,366,730	\$	12,206,385

CITY OF WEST FARGO, ND
Expenditure Budget - 450000 Public Works
For the Year: 2023

The Public Works Department is broken into 7 Departments: Street, Road Right of Way, Water, Sewer, Sanitation, Fleet & Facilities, and Forestry, with each department having its own budget. Public Works currently has a staff of 83 full time positions with 4 open positions and 8 part time employees during the summer months.

- Street Department's main mission is pavement maintenance in the summer and snow removal in the winter on the city's 400 lane miles of road. There are also 136 miles of road that are designated snow emergency routes that they maintain.
- Road Right of Way currently mows 500 acres of grass and maintains the city owned sidewalks and bike paths.
- Water Department maintains the water distribution system of 202 miles of pipe in the city to ensure the delivery of safe, clean drinking water to the residents.
- Sewer Department maintains the storm and sanitary sewer system to control storm water run-off and waste removal for the residents. They maintain 162 miles of sanitary sewer pipe and 34 sanitary lift stations, as well as 173 miles of storm sewer pipe and 55 storm lift stations.
- Sanitation Department is responsible for all forms of trash collection, they perform a vast collection of tasks, duties, along with operating our inert landfill and transfer station.
- Fleet & Facilities Department oversees 9 city owned buildings as well as the majority of city's vehicle fleet.
- Forestry Department: West Fargo is in its 37th year of being recognized as a Tree City and has receive the Tree City Growth Award for 6 straight years, due to the Forestry division.

Goals for 2023

- Continue decommissioning the lagoons, finish up cells 4, 5&6.
- Finish changing over the remaining meters to the AMI system.
- Implement our pavement maintenance and foam, Jacking programs.

The 2023 budget has two employee requests. The budget changes are due to an increase in streets, infrastructure, population, and inflationary increases.

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 496,697	\$ 579,339
220	SOCIAL SECURITY	\$ 37,997	\$ 44,319
230	RETIREMENT	\$ 75,796	\$ 88,407
240	WORKFORCE SAFETY INSURANC	\$ 5,555	\$ 6,348
312	ATTORNEY	\$ -	
320	HEALTH INSURANCE	\$ 104,902	\$ 121,695
323	LIABILITY INS	\$ -	
340	TRAVEL & EDUCATION	\$ 10,000	\$ 2,700
356	TELEPHONE	\$ 7,364	\$ 8,201
387	MEDICAL/VACCINES	\$ 1,000	\$ 1,000
399	RECRUITMENT/EMPLOYMENT TE	\$ 500	\$ 500
410	OFFICE SUPPLIES	\$ 2,000	\$ 2,000
422	UNIFORMS	\$ 2,000	\$ 2,000
424	GAS AND OIL	\$ 25,000	\$ 25,000
427	VEHICLES MAINTENANCE	\$ 1,500	\$ 1,500
428	SERVICE AGREEMENTS-Printer/Maint Fees	\$ -	\$ 5,392
432	TOOLS	\$ 5,000	\$ 3,000
433	SHOP SUPPLIES	\$ 2,000	\$ 2,000
490	MISC	\$ 1,000	\$ 1,000
497	TECHNOLOGY	\$ 78,000	\$ 84,841
500	SUPPLIES	\$ -	\$ -
527	UTILITIES	\$ 4,000	\$ 7,100
610	VEHICLES	\$ -	\$ -

639	SAFETY EXPENSES	\$	5,000	\$	5,000
641	FURN & EQUIP-NON DEPRECIA	\$	5,000	\$	5,000
667	MEMBERSHIPS	\$	1,200	\$	750
751	PUB/TECH MANUALS/SOFTWARE	\$	3,000	\$	3,000
870	CAPITALIZED ASSETS - OVER	\$	-	\$	-
880	COST ALLOCATIONS	\$	(521,653)	\$	(616,039)
	TOTAL	\$	352,858	\$	384,053

CITY OF WEST FARGO, ND
Share of Specials (2030-4900000)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
630	SHARE OF SPECIALS	\$ 214,670	\$ 248,537
	TOTAL	\$ 214,670	\$ 248,537
REVENUES			
310001	PROPERTY TAXES	\$ 222,918	\$ 258,086
310002	DISCOUNT PROPERTY TAXES	\$ (8,248)	\$ (9,549)
	TOTAL	\$ 214,670	\$ 248,537

CITY OF WEST FARGO, ND
Expenditure Budget - 430000 Street
For the Year: 2023

Object	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 586,231	\$ 692,750
220	SOCIAL SECURITY	\$ 42,552	\$ 52,995
230	RETIREMENT	\$ 84,881	\$ 100,220
240	WORKFORCE SAFETY INSURANC	\$ 9,574	\$ 10,367
307	CONTRACT SERVICES	\$ -	\$ 5,000
320	HEALTH INSURANCE	\$ 140,980	\$ 160,558
321	PROPERTY INSURANCE	\$ -	\$ -
322	INSURANCE CLAIM EXPENSES	\$ -	\$ -
323	LIABILITY INS	\$ 10,000	\$ 10,000
329	CAPITOL AMERICAN INSURANC	\$ -	\$ -
340	TRAVEL & EDUCATION	\$ 13,000	\$ 2,300
352	HEAT	\$ -	\$ -
356	TELEPHONE	\$ 2,936	\$ 4,319
358	LANDSCAPING-PUBLIC	\$ 12,000	\$ 12,000
373	IN SERVICE TRAINING	\$ -	\$ -
377	SNOW/ICE TREATMENT	\$ 165,000	\$ 195,000
381	SNOW REMOVAL/MOWING	\$ 30,000	\$ 40,000
382	RADIO REPAIR	\$ 1,000	\$ 1,000
387	MEDICAL/VACCINES	\$ 1,000	\$ 1,000
392	STREET LIGHT REPAIR	\$ -	\$ -
394	GRAVEL AND MIX	\$ 53,000	\$ 53,000
399	RECRUITMENT/EMPLOYMENT TE	\$ 2,000	\$ 2,000
410	OFFICE SUPPLIES	\$ 2,000	\$ 2,000
422	UNIFORMS	\$ 7,000	\$ 7,000
424	GAS AND OIL	\$ 120,000	\$ 200,000
427	VEHICLES MAINTENANCE	\$ 90,000	\$ 105,000
432	TOOLS	\$ 14,000	\$ 14,000
433	SHOP SUPPLIES	\$ 12,000	\$ 6,000
444	PROPERTY DAMAGE-REPAIRS	\$ -	\$ -
485	STREET SWEEPING	\$ 75,000	\$ 75,000
486	STREET STRIPING	\$ 65,000	\$ 70,000
487	SIGNS/SIGNAL LIGHTS	\$ 50,000	\$ 60,000
488	PAINT/MAINTENANCE	\$ 2,000	\$ -
490	MISC	\$ 1,000	\$ 1,000
497	TECHNOLOGY	\$ 9,000	\$ 4,253
527	UTILITIES	\$ 2,000	\$ 2,000
610	VEHICLE PURCHASES - DEPRE	\$ 106,000	\$ 186,000
639	SAFETY EXPENSES	\$ 1,000	\$ 4,000
641	FURN & EQUIP-NON DEPRECIA	\$ 5,000	\$ 5,000
657	EQUIPMENT LEASE	\$ 516,544	\$ 552,066
661	POSTAGE/FREIGHT/SHIPPING	\$ 6,000	\$ 3,000

667	MEMBERSHIPS	\$	-	\$	-
668	PRINTING	\$	1,000	\$	1,000
722	STREET REPAIRS	\$	75,000	\$	80,000
751	PUB/TECH MANUALS/SOFTWARE	\$	3,000	\$	3,000
870	CAPITALIZED ASSETS - OVER	\$	45,000	\$	127,500
880	COST ALLOCATIONS	\$	80,060	\$	85,702
890	TRANSFERS OUT	\$	47,915	\$	47,915
	TOTAL	\$	2,489,673	\$	2,983,945

CITY OF WEST FARGO, ND
Expenditure Budget - 430001 Right of Way
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
110	PERMANENT EMP SALARIES	\$ 172,607	\$ 273,926
114	PART TIME SALARIES	\$ 45,000	\$ 50,000
220	SOCIAL SECURITY	\$ 13,204	\$ 24,780
230	RETIREMENT	\$ 26,340	\$ 39,970
240	WORKFORCE SAFETY INSURANC	\$ 5,511	\$ 5,671
320	HEALTH INSURANCE	\$ 43,099	\$ 55,568
340	TRAVEL & EDUCATION	\$ 4,000	\$ 700
356	TELEPHONE	\$ 991	\$ 960
358	LANDSCAPING-PUBLIC	\$ 35,000	\$ 40,000
381	SNOW REMOVAL/MOWING	\$ 60,000	\$ 50,000
422	UNIFORMS	\$ -	\$ 3,000
427	VEHICLES MAINTENANCE	\$ 11,500	\$ 15,000
432	TOOLS	\$ 5,000	\$ 5,000
497	TECH	\$ -	\$ 2,528
610	VEHICLE PURCHASES - DEPRECIATED	\$ -	\$ 167,000
639	SAFETY EXPENSES	\$ -	\$ 2,000
641	FURN & EQUIP-NON DEPRECIA	\$ 10,000	\$ 10,000
667	MEMBERSHIPS	\$ 500	\$ -
870	CAPITALIZED ASSETS - OVER	\$ 147,000	\$ 53,000
	TOTAL	\$ 579,752	\$ 799,103

CITY OF WEST FARGO, ND
Expenditure Budget - 430002 Street Lights
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
391	STREET LIGHTING-NEW	\$ 311,693	\$ 90,000
392	STREET LIGHT REPAIR	\$ 31,500	\$ 35,000
427	VEHICLES MAINTENANCE	\$ 10,000	\$ 10,000
432	TOOLS	\$ -	\$ 2,000
487	SIGNS/SIGNAL LIGHTS	\$ 30,000	\$ 33,000
527	UTILITIES	\$ -	\$ 250,000
610	VEHICLE PURCHASES - DEPRE	\$ 36,000	\$ 50,000
803	SIREN MAINTENANCE/REPAIR/	\$ -	\$ 4,000
870	CAPITALIZED ASSETS - OVER	\$ 32,000	\$ -
	TOTAL	\$ 451,193	\$ 474,000

SPECIAL REVENUE FUNDS

CITY OF WEST FARGO, ND
West Fargo Park District (2050-451000)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
992	TRANSFER PARK STATE AID	\$784,000	\$956,944
	TOTAL	\$784,000	\$956,944
REVENUES			
335600	STATE AID	\$784,000	\$956,944
		\$784,000	\$956,944
NET			
		\$0	\$0

CITY OF WEST FARGO, ND
Sales Tax (2000-521000)
For the Year: 2023

The deficit in sales tax is from expending reserve funds held from prior years from expenditures in 2023.

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
890	TRANSFERS OUT	\$13,441,000	\$14,454,125
	TOTAL	\$13,441,000	\$14,454,125
REVENUES			
312000	SALES TAX	\$13,310,000	\$14,323,125
361000	MISCELLANEOUS REVENUE	\$18,000	\$18,000
		\$13,328,000	\$14,341,125
NET			
		\$(113,000)	\$(113,000)

CITY OF WEST FARGO, ND
Economic Development (2960) Sales Tax (411900 & 521000)
For the Year: 2023

		2022	2023
Object	Object Description	Budget	Budget
EXPENSES			
312	Attorney	\$20,000	\$20,000
313	Engineering	\$10,000	\$10,000
360	Misc. Printing & Mailing	\$3,000	\$ -
416	Economic Development	\$2,417,550	\$2,596,812
418	Professional Services	\$15,000	\$15,000
475	Land & Real Property Purchase	\$ -	\$ -
517	Special Events	\$ -	\$ -
654	Grant Money Purchases	\$ -	\$ -
654	Incentive Program Grants-Econ Dev	\$525,000	\$450,000
670	Construction in Progress	\$ -	\$ -
	TOTAL	\$2,990,550	\$3,091,812

OTHER EXPENSES

890	Transfer Out	\$309,450	\$511,469
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REVENUES

360800	Rent	\$20,000	\$20,000
361000	Interest	\$2,500	\$2,500
366000	Contributions from Private	\$ -	\$ -
366110	Sponsorship-Naming Rights	\$ -	\$ -
383000	Transfer In	\$3,327,500	\$3,580,781
	TOTAL	\$3,350,000	\$3,603,281

NET

		\$50,000	\$0
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Capital Improvements (2970) Sales Tax (480000 & 5210000)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
307	Contract Services	\$5,000	\$5,000
313	Engineering	\$195,000	\$195,000
475	Land & Real Property Purchases	\$ -	\$ -
497	Technology	\$ -	\$ -
653	Capital Improvements	\$400,000	\$ 750,000
670	Construction in Progress	\$ -	\$ -
724	Consulting/Testing Fees	\$ -	\$ -
975	Pavement Management	\$5,000	\$5,000
	TOTAL	\$605,000	\$955,000

OTHER EXPENSES

890	Transfer Out	\$9,489,888	\$9,849,732
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REVENUES

318000	Special Assessments	\$32,300	\$32,300
361000	Interest	\$50,000	\$ -
361025	Inter-Fund Interest	\$30,088	\$30,088
369450	Over-Dimensional Vehicle Permits	\$ -	\$ -
383000	Transfer In	\$9,982,500	\$10,742.344
	TOTAL	\$10,094,888	\$10,804,732

NET

		\$0	\$0
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CITY OF WEST FARGO, ND
Gaming Fund (2110)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
890	TRANSFERS OUT	\$12,000	\$12,000
		\$12,000	\$12,000
REVENUES			
335700	GAMING FUNDS	\$12,000	\$12,000
		\$12,000	\$12,000
NET			
		\$0	\$0

CITY OF WEST FARGO, ND
Municipal Highway Fund (2130)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
890	TRANSFERS OUT	\$1,447,000	\$1,845,504
		\$1,447,000	\$1,845,504
REVENUES			
335300	HIGHWAY TAX PAYMENTS	\$1,547,000	\$1,845,504
		\$1,547,000	\$1,845,504
NET			
		\$100,000	\$0

CITY OF WEST FARGO, ND
Tree Planting (5000-422000)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
490	MISCELLANEOUS	\$112,000	\$50,000
	TOTAL	\$112,000	\$50,000

OTHER EXPENSES			
335300	TRANSFER OUT	\$0	\$0
	TOTAL	\$0	\$0

REVENUES			
361500	FEES	\$112,000	\$50,000
	TOTAL	\$112,000	\$50,000

NET			
	TOTAL	\$0	\$0

CITY OF WEST FARGO, ND
FM CVB (2141-411500)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
533	ADVERTISING – LODGING TAX	\$122,000	\$195,370
653	CAPITAL IMPROVEMENTS	\$60,700	\$97,685
	TOTAL	\$182,700	\$293,055

REVENUES			
361500	LODGING/RESTAURANT TAX	\$122,000	\$195,370
361002	LODGING TAX	\$60,700	\$97,685
	TOTAL	\$182,700	\$293,055

NET			
	TOTAL	\$0	\$0

CITY OF WEST FARGO, ND
CITY UTILITY (2230)

For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
429	WATER METERS	\$126,000	\$130,000
	TOTAL	\$126,000	\$130,000

REVENUES			
347550	WATER METER SALES	\$83,000	\$100,000
360200	WATER HOOKUP FEE	\$20,000	\$15,000
360210	SEWER HOOKUP FEE	\$20,000	\$15,000
361000	INTEREST ON INVESTMENTS	\$3,000	\$0
	TOTAL	\$126,000	\$130,000

NET			
	TOTAL	\$0	\$0

CITY OF WEST FARGO, ND
NIGHT TO UNITE (2500)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
945	NON-DEPARTMENTAL	\$5,200	\$5,000
		\$5,200	\$5,000

REVENUES			
346800	DONATIONS	\$5,200	\$ 5,000
383000	TRANSFERS IN	\$ -	\$ -
		\$5,200	\$ 5,000

NET			
		\$0	\$0

CITY OF WEST FARGO, ND
ASSET FOREFEITURES (2950)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
890	TRANSFER OUT	\$30,000	\$30,000
	TOTAL	\$30,000	\$30,000
REVENUES			
360000	MISCELLANEOUS	\$30,000	\$30,000
		\$30,000	\$30,000
NET			
		\$0	\$0

CITY OF WEST FARGO, ND
SOUTH FACILITIES HOOKUP (2980)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
385	BUY OUT AGREEMENT	\$ -	\$ -
	TOTAL	\$ -	\$ -
REVENUES			
360210	SEWER HOOKUP FEE	\$50,000	\$50,000
335300	MISCELLANEOUS REVENUE	\$ -	\$-
		\$50,000	\$50,000
NET			
		\$50,000	\$50,000

CITY OF WEST FARGO, ND
WEST FARGO PARK PROJECTS (8XXX)
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
630	SHARE OF SPECIALS	\$406,669	\$394,675
	TOTAL	\$406,669	\$394,675
REVENUES			
318000	SPECIAL ASSESSMENTS	\$406,669	\$394,675
318100	PREPAYMENTS	\$ -	\$ -
		\$406,669	\$394,675
NET			
		\$0	\$0

CITY OF WEST FARGO, ND
EXPENDITURE BUDGET – 2200-427500 VECTOR
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
395	MOSQUITO SPRAYING	\$132,000	\$132,000
		\$132,000	\$132,000

CITY OF WEST FARGO, ND
Expenditure Budget - 2210-428000 Forestry
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
110	PERMANENT EMP SALARIES	110,191	119,277
114	PART TIME SALARIES	20,000	22,000
220	SOCIAL SECURITY	8,430	10,808
230	RETIREMENT	16,815	18,202
240	WORKFORCE SAFETY INSURANC	1,900	2,474
307	CONTRACT SERVICES	-	30,000
320	HEALTH INSURANCE	9,401	9,871
340	TRAVEL & EDUCATION	11,500	11,100
356	TELEPHONE	1,746	1,716
358	LANDSCAPING-PUBLIC	8,000	11,000
375	PUBLIC RELATIONS	2,000	2,000
387	MEDICAL/VACCINES	1,000	1,000
399	RECRUITMENT/EMPLOYMENT TE	1,000	1,000
410	OFFICE SUPPLIES	500	500
422	UNIFORMS	-	2,000
426	MACHINERY-EQUIP/PARTS	3,500	1,500
427	VEHICLES MAINTENANCE	1,500	2,500
432	TOOLS	1,500	2,500
436	PICK-UP	-	-
446	TREE PURCHASE	35,000	35,000
487	SIGNS/SIGNAL LIGHTS	300	300
497	TECH	-	964
610	VEHICLES	-	84,750
641	FURN & EQUIP-NON DEPRECIA	5,000	5,000
657	EQUIPMENT LEASE	46,091	13,109
667	MEMBERSHIPS	700	700
668	PRINTING	4,000	4,000
758	TREE REMOVAL FEE	5,000	5,000
870	CAPITALIZED ASSETS - OVER	-	-
	TOTAL	\$ 295,074	\$ 398,271

REVENUES			
	SNOW/MOWING PAYMENTS	2,500	2,500
	FORESTRY COLLECTIONS	298,000	298,000
	MISCELLANEOUS	-	-
	GRANTS	-	
	SALE OF EQUIPMENT	-	-
		\$ 300,500	\$ 300,500

			NET
		\$ 5,426	\$ (97,771)

PROPRIETARY FUNDS AND OTHER FUNDS

CITY OF WEST FARGO, ND
Expenditure Budget - 6010-450200 Sanitation
For the Year: 2023

			2022	2023
Object	Account	Object Description	Budget	Budget
EXPENSES				
110	450200	PERMANENT EMP SALARIES – Budget includes 1 additional employee	1,024,956	1,241,794
114	450200	PART TIME SALARIES	-	15,000
220	450200	SOCIAL SECURITY	76,497	96,145
230	450200	RETIREMENT	152,593	183,852
240	450200	WORKFORCE SAFETY INSURANC	33,990	38,113
250	450200	UNEMPLOYMENT	-	-
307	450200	CONTRACT SERVICES	1,500	50,000
320	450200	HEALTH INSURANCE	157,355	226,481
321	450200	PROPERTY INSURANCE	45,000	45,000
322	450200	INSURANCE CLAIM EXPENSES	-	-
323	450200	LIABILITY INS	5,000	5,000
340	450200	TRAVEL & EDUCATION	9,000	13,833
355	450200	LANDFILL	1,232,910	1,270,000
356	450200	TELEPHONE	3,601	3,601
357	450200	NON LANDFILL DISPOSAL	12,000	12,000
386	450200	LICENSE FEES	1,000	1,000
387	450200	MEDICAL/VACCINES	2,000	2,000
399	450200	RECRUITMENT/EMPLOYMENT TE	500	1,000
410	450200	OFFICE SUPPLIES	1,200	1,200
418	450200	PROFESSIONAL SERVICES		100,000
420	450200	OPERATION & MAINTENANCE	15,000	15,000
422	450200	UNIFORMS	9,000	9,000
424	450200	GAS AND OIL	145,000	310,000
427	450200	VEHICLES MAINTENANCE	90,000	165,000
428	450200	SERVICE AGREEMENTS-Printer/Maint Fees	-	3,707
433	450200	SHOP SUPPLIES	6,000	6,000
444	450200	PROPERTY DAMAGE-REPAIRS	1,000	1,000
490	450200	MISC	1,000	1,000
497	450200	TECHNOLOGY	95,000	78,342
527	450200	UTILITIES	1,500	2,300
610	450200	VEHICLE PURCHASES - DEPRE	37,500	-
639	450200	SAFETY EXPENSES	3,000	3,000
641	450200	FURN & EQUIP-NON DEPRECIA	5,000	5,000
657	450200	EQUIPMENT LEASE	-	9,936
665	450200	DUMPSTERS	66,000	85,000
667	450200	MEMBERSHIPS	-	533
668	450200	PRINTING	3,000	3,000
870	450200	CAPITALIZED ASSETS - OVER	570,000	-

880	450200	COST ALLOCATIONS	431,253	495,557
890	450200	TRANSFERS OUT	104,794	104,794
912	450200	CLEAN UP WEEK	1,000	1,000
914	450200	DUMPSTER REPAIR	25,000	25,000
916	450200	RECYCLE EXPENSE	950,000	1,000,000
			\$ 5,319,149	\$ 5,630,188

REVENUES				
	322150	INSURANCE/DAMAGE PROCEEDS	-	-
	344200	GARBAGE COLLECTIONS	4,459,000	4,459,000
	344300	RECYCLING BINS	-	-
	344350	GARBAGE CANS	-	-
	344400	INERT LANDFILL	75,000	75,000
	344500	RECYCLING INCOME	-	-
	344600	DUMPSTER COLLECTION REVENUE	250,000	250,000
	344700	TIPPING FEES-WASTE MANAGEMENT	55,000	55,000
	360000	MISCELLANEOUS REVENUE	7,500	7,500
	361000	INTEREST ON INVESTMENTS	-	-
	372500	SALE OF EQUIPMENT	-	-
			\$ 4,846,500	\$ 4,846,500

NET				
		TOTAL	\$(472,649)	\$(783,688)

CITY OF WEST FARGO, ND
Expenditure Budget - 6020-450000 Water
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
110	PERMANENT EMP SALARIES	604,338	689,095
114	PART TIME SALARIES	-	-
209	CLASSIFIED ADS	500	500
220	SOCIAL SECURITY	43,937	52,716
230	RETIREMENT	87,644	97,526
240	WORKFORCE SAFETY INSURANC	7,935	7,935
320	HEALTH INSURANCE	103,818	123,636
321	PROPERTY INSURANCE	67,000	
322	INSURANCE CLAIM EXPENSES	-	
323	LIABILITY INS	5,000	5,000
335	WATER TESTING	20,000	20,000
340	TRAVEL & EDUCATION	20,000	4,500
345	WATER PURCHASES	3,800,000	3,626,100
351	LIGHTS/ELECTRICITY BLDGS	-	-
356	TELEPHONE	25,000	6,850
360	MISC PRINTING & MAILING	-	-
373	IN SERVICE TRAINING	-	
382	RADIO REPAIR	500	500
387	MEDICAL/VACCINES	500	500
394	GRAVEL AND MIX	40,000	40,000
397	BLDG REPAIRS-PW OTHER	-	
399	RECRUITMENT/EMPLOYMENT TE	500	500
410	OFFICE SUPPLIES	2,500	2,500
412	LOCATES	20,000	20,000
420	OPERATION & MAINTENANCE	30,000	30,000
422	UNIFORMS	5,000	5,000
424	GAS AND OIL	85,000	85,000
427	VEHICLES MAINTENANCE	65,000	75,000
428	SERVICE AGREEMENTS-Printer/Maint Fees	-	-
429	WATER METERS	-	-
430	ALARMS/SCADA	15,000	15,000
431	LAB SUPPLIES	500	500
432	TOOLS	15,000	15,000
433	SHOP SUPPLIES	10,000	10,000
438	REPAIR TO WATER LINES	150,000	150,000
448	DIVERSION EXPENSE	-	-
490	MISC	4,000	4,000
497	TECHNOLOGY	-	14,476
500	SUPPLIES	-	-

527	UTILITIES	250,000	318,000
610	VEHICLE PURCHASES - DEPRE	-	124,000
632	REPAIR/MAINTENANCE WATER	10,000	10,000
639	SAFETY EXPENSES	8,000	8,000
641	FURN & EQUIP-NON DEPRECIA	5,000	5,000
657	EQUIPMENT LEASE	20,025	10,013
661	POSTAGE/FREIGHT/SHIPPING	95,000	1,000
667	MEMBERSHIPS	7,000	7,000
668	PRINTING	-	94,000
751	PUB/TECH MANUALS/SOFTWARE	1,500	1,500
822	FEES FOR STATE HEALTH DEP	1,000	1,000
870	CAPITALIZED ASSETS - OVER	517,000	185,000
880	COST ALLOCATIONS	552,617	627,609
710	PRINCIPAL	770,000	800,000
720	INTEREST	318,368	291,632
740	SERVICE CHARGES	2,072	1,250
	TOTAL	\$ 7,786,254	\$ 7,586,838

REVENUES			
	FEES	100,000	100,000
	INSURANCE/DAMAGE PROCEEDS	-	-
	SEWER CHARGES	-	-
	WATER CHARGES	7,100,000	7,100,000
	WATER BASE FEE	1,260,000	1,260,000
	UB CONVENIENCE FEE	-	-
	BAB INTEREST REPAYMENTS	-	-
	MISCELLANEOUS REVENUE	40,000	40,000
	RENT	20,000	20,000
	INTEREST ON INVESTMENTS	-	-
	SE CASS RESOURCE MAINTENANCE	90,000	90,000
	SUMP PUMP VARIANCE AGREEMENT	40,000	40,000
	EXCAVATION PERMITS	-	-
	STORM WATER PERMIT FEES	60,000	60,000
	SALE OF EQUIPMENT	-	-
	TRANSFER IN	-	-
	BOND SALE	-	-
	PREMIUM ON BOND SALE	-	-
	TOTAL	\$ 8,710,000	\$ 8,710,000

NET			
		\$923,746	\$1,123,162

CITY OF WEST FARGO, ND
Expenditure Budget - 6025-450000 Sewer
For the Year: 2023

	LINE ITEM	2022 BUDGET	2023 BUDGET
EXPENSES			
110	PERMANENT EMP SALARIES	965,314	1,065,365
160	LAGOON MISC.	70,000	10,000
209	CLASSIFIED ADS	500	
220	SOCIAL SECURITY	71,169	81,500
230	RETIREMENT	141,966	157,539
240	WORKFORCE SAFETY INSURANC	12,696	12,878
320	HEALTH INSURANCE	183,982	164,114
321	PROPERTY INSURANCE	20,000	20,000
323	LIABILITY INS	5,000	5,000
335	WATER TESTING	15,000	30,000
340	TRAVEL & EDUCATION	15,000	5,600
347	SEWER TREATMENT PURCHASES	2,700,000	2,737,500
351	LIGHTS/ELECTRICITY BLDGS	-	
356	TELEPHONE	13,500	5,075
382	RADIO REPAIR	500	500
387	MEDICAL/VACCINES	375	375
394	GRAVEL AND MIX	25,000	10,000
410	OFFICE SUPPLIES	2,000	2,000
420	OPERATION & MAINTENANCE	-	10,000
422	UNIFORMS	5,000	5,000
423	CHEMICALS	105,000	120,000
424	GAS AND OIL	30,360	35,000
427	VEHICLES MAINTENANCE	25,000	40,000
430	ALARMS/SCADA	30,000	35,000
431	LAB SUPPLIES	1,500	1,500
432	TOOLS	15,000	15,000
433	SHOP SUPPLIES	5,000	5,000
437	REPAIRS TO MANHOLES	100,000	100,000
439	REPAIR TO SEWER LINES	40,000	40,000
490	MISC	2,500	2,500
497	TECHNOLOGY	-	34,411
527	UTILITIES	240,000	272,000
610	VEHICLE PURCHASES - DEPRE		124,000
639	SAFETY EXPENSES	10,000	10,000
641	FURN & EQUIP-NON DEPRECIA	26,000	5,000
661	POSTAGE/FREIGHT/SHIPPING	-	
667	MEMBERSHIPS	5,000	-
751	PUB/TECH MANUALS/SOFTWARE	3,250	1,500
822	FEES FOR STATE HEALTH DEP	2,500	2,500

825	LIFT STATION REPAIR	75,000	85,000
826	STORM SEWER LIFT STATION	40,000	40,000
827	RETENTION POND REPAIR	30,000	30,000
870	CAPITALIZED ASSETS - OVER	111,000	153,000
880	COST ALLOCATIONS	125,546	171,394
890	TRANSFERS OUT	76,027	76,027
	TOTAL	\$ 5,345,685	\$ 5,721,278

REVENUES			
	OTHER LICENSES	-	-
	INSURANCE/DAMAGE PROCEEDS	-	-
	SEWER CHARGES	3,701,999	3,701,999
	SEWER BASE FEE	1,407,012	1,407,012
	PRE-TREATMENT FEES	-	-
	MISCELLANEOUS REVENUE	-	-
	INTEREST ON INVESTMENTS	-	-
	SALE OF EQUIPMENT	-	-
		\$ 5,109,011	\$ 5,109,011

NET			
	TOTAL	\$(236,674)	\$ (612,267)

DEBT SERVICE FUNDS

DEBT SERVICE (3XXX-490000)			318000	710	720	740
Fund	Description		Revenue	Principal	Interest	Fees
3339	RIB 2019B/RIB 2011C		\$ 475,494	\$ 390,000	\$ 171,460	\$ 312
3349	RIB 2019A/RIB 2008C—		\$ 282,514	\$ 440,000	\$ 18,370	\$ 626
3368	GO 2009		\$ 955,000	\$ 880,000	\$ 77,203	\$ 900
3369	NDPFA 2009		\$ 21,665	\$ 15,000	\$ 18,488	\$ -
3370	RIB 2019A/RIB 2009C		\$ 324,547	\$ 340,000	\$ 106,109	\$ 626
3372	RIB 2019B/RIB 2010B		\$ 311,984	\$ 280,000	\$ 114,159	\$ 312
3375	RIB 2019B/RIB 2012A		\$ 758,194	\$ 665,000	\$ 241,909	\$ 312
3378	RIB 2020A/RIB 2012D		\$ 456,043	\$ 1,445,000	\$ 414,250	\$ 326
3381	RIB 2021A/RIB 2013A		\$ 800,193	\$ 545,000	\$ 143,220	\$ 1,250
3382	RIB 2021B/RIB 2013B		\$ 739,748	\$ 605,000	\$ 116,031	\$ 1,525
3383	2012 Sidewalk District (6050)		\$ 22,802	\$ -	\$ -	\$ -
3384	RIB 2014A		\$ 1,041,491	\$ 780,000	\$ 344,625	\$ 1,250
3385	RIB 2014B		\$ 1,177,011	\$ 885,000	\$ 426,110	\$ 1,250
3386	RIB 2015A		\$ 1,598,099	\$ 1,175,000	\$ 682,125	\$ 1,250
3387	RIB 2015B		\$ 1,489,306	\$ 1,050,000	\$ 566,100	\$ 1,250
3388	RIB 2016A		\$ 1,681,902	\$ 1,225,000	\$ 595,556	\$ 1,250
3389	RIB 2017A		\$ 2,868,542	\$ 1,200,000	\$ 1,183,913	\$ 1,250
3389	Definitive Warrants 2017 \$10M		\$ -	\$ 349,124	\$ 159,484	\$ -
3391	2018A Refunding		\$ 418,038	\$ 575,000	\$ 14,375	\$ 1,250
3392	Definitive Warrants 2017 \$5M		\$ 260,287	\$ 171,731	\$ 88,556	\$ -
3392	RIB 2018B		\$ 1,666,746	\$ 945,000	\$ 1,074,663	\$ 1,250
3393	RIB 2019B		\$ 2,124,158	\$ 965,000	\$ 1,094,019	\$ 312
3394	RIB 2020A		\$ 823,803	\$ 1,430,000	\$ 943,104	\$ -
3781	2020 Sidewalk District		\$ 28,532	\$ -	\$ -	\$ -
3979	TIF WF 2nd & 3rd		\$ 155,000	\$ -	\$ -	\$ -
3981	TIF Sterling		\$ -	\$ -	\$ -	\$ -
3982	TIF Butler		\$ -	\$ -	\$ -	\$ -
3983	TIF Titan		\$ 510,000	\$ 45,000	\$ 5,479	\$ 1,050
3987	TIF Meadow Brook/Sandhills 2018)		\$ 120,000	\$ -	\$ -	\$ -
3988	TIF 2017-1 Lights at Sheyenne		\$ 410,000	\$ 540,000	\$ 434,514	\$ -
TOTAL DEBT SERVICE FUNDS			\$ 22,521,099	\$ 16,940,855	\$ 9,033,822	\$ 17,551

Other Debt Service						
2060	South Fire Station Note			\$ 84,960	\$ -	\$ -
2060	Fire engines financing Lease			\$ 149,861	\$ 39,433	\$ -

2060	Fire Headquarters Station			\$ 330,000	\$ 380,528	\$ 1,250
6020	W&S Rev Bonds of 2012			\$ 500,000	\$ 160,779	\$ 1,028
6020	W&S Rev Bonds of 2019			\$ 300,000	\$ 130,853	\$ 1,044
TOTAL OTHER DEBT SERVICE FUNDS				\$ 1,364,821	\$ 711,593	\$ 3,322



To: West Fargo City Commission

From: Tina Fisk, City Administrator

Date: Sept. 13, 2022

Subject: Office Space Recommendation

Action: Approve moving forward to negotiate lease

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant

City Administrator

Summary and Recommendation:

With the growing staff of the City of West Fargo it has become necessary to find additional office space to adequately house our personnel. This necessity becomes crucial as early as the beginning of 2023, when we must accommodate the newly hired positions proposed in that budget year. In response to this need we have undertaken a thorough search for office space within the boundaries of West Fargo. Ideally this space should accommodate 9-12 people in order to relocate 2-3 departments.

In our search for office space the following items were prioritized:

- Accessibility for the public
- Proximity to our underground fiber network
- Proximity to City Hall
- Amount of fit-up investment
- Rent cost

To begin our search we reviewed properties adjacent to our fiber network for the easiest integration to our city systems. We then considered accessibility/proximity to City Hall. These requirements narrowed the available properties to a short list of options. In the end it was determined 1405 Prairie Parkway is both the best fit and most cost effective option.

1405 Prairie Parkway



Accessibility for public- This property features abundant parking, has elevator availability, and is located on one of the most frequently traveled intersections in the metro area.

Proximity to underground fiber network- The city currently has fiber buried along 13th Ave E. To get it connected to this site is readily achievable yet in this quarter of 2022.

Proximity to City Hall- This site is approximately one mile from City Hall on a major thoroughfare. Travel between sites would be quick and efficient.

Amount of fit-up investment- The property owner has agreed to construct the minimal fit-up required, done to our specifications, at no up-front cost to the city.

Rent Cost- There is about a 9% vacancy of office space at last survey (with a majority being newer and more expensive). The rent, though important, was not prioritized when selecting this space. However, this property is very reasonably priced at a proposed \$12.75/sf plus an estimated Common Area Maintenance (CAM) of \$6.06. CAM includes taxes, insurance, grounds maintenance, and common area cleaning, maintenance, and repair. (Newer office space typically runs between \$18-25/sf plus similar CAM)

Additionally this particular office space has been vacant for approximately two years after the vacation of a major tenant. There is adjacent space available we could option if needed to expand in the upcoming years. The level of finish and security is very similar to City Hall. Dedicated, monitored parking spots for city vehicles have been offered. This space can be available and fully operational by Jan 1.



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Mandy George

Phone Number: *

701-866-4790

Email Address:

momsfly@gmail.com

Date *

9/9/2022

Topic for Consent or Regular Agenda?

Please select one option:

- ☐ Consent Agenda
☒ Regular Agenda

Please Briefly Describe Your Request *

I would like to vote to allow staff time to explore options in regards to what the city can do to help with childcare.

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Same as above.

Upload Additional Documentation (Optional):