



WATFORD CITY CITY COUNCIL MEETING

April 04, 2022 at 6:00 PM

City Hall – Heritage Room – 213 2ND ST NE

AGENDA

- 1. 6:00 CALL TO ORDER OF REGULAR MEETING**
- 2. PLEDGE OF ALLEGIANCE**
- 3. 2022 MAYOR FOR THE DAY - BROCKTYN DEVLIN**
- 4. APPROVE AGENDA**
- 5. APPROVE MINUTES**
 - A.** 2022-03-07 & 2022-03-21
- 6. RITA OLSON, CITY ASSESSOR**
 - A.** Abatement Applications 4494, 4495, 4496, 4497 - Lots 4 & 7, Blk 1 Fox Hills Village
- 7. AIRPORT - LUKE TAYLOR**
- 8. ROUGH RIDER CENTER UPDATE**
- 9. GOLF COURSE UPDATE**
 - A.** Golf Pro Report & Alexander Public School User Agreement
 - B.** Golf Course Maintenance Supervisor Report
- 10. POLICE DEPARTMENT REPORT - CHIEF JESSE WELLEN**
 - A.** Chief Wellen Report
- 11. PLANNING COMMISSION**
 - A.** 2022-03-28 Agenda
 - B.** 2022-03-28 Minutes
 - C.** Chapter XV - Articles X, XI, XII, XIII, XIII(A), XIV - Regarding Parks

[D.](#) Division of Land Application - Simple Lot Split submitted by The Crossings at Watford City, LLC

[E.](#) Building Permit Records

COMMITTEE REPORTS / MINUTES

12. CHAIRMAN SANFORD COMMITTEE REPORTS

CEMETERY

BUILDING COMMITTEE

AMBULANCE/FIRE DEPT

ADDITIONS TO AGENDA

13. CHAIRMAN VEEDER COMMITTEE REPORTS

BOARD OF HEALTH

MACHINERY AND EQUIPMENT

FRANCHISE COMMITTEE

PEST/FORESTRY/VECTOR

[A.](#) Aero Spraying Services - Authorization Application

ADDITIONS TO AGENDA

14. CHAIRMAN BEARD COMMITTEE REPORTS

ORDINANCE

[A.](#) Second Reading on Ordinance XXXX Adding Article IV to Chapter VII - Relating to Wildlife Management

[B.](#) Watford City Special Deer Management Proclamation

STREET, WALKS, LIGHTS

JDA REPORT

COUNTY PLANNING AND ZONING BOARD

ROUGH RIDER FUND

[A.](#) 2022-03-31 Minutes

ADDITIONS TO AGENDA

15. CHAIRMAN LIEBEL COMMITTEE REPORTS

AIRPORT

PUBLIC TECHNOLOGY

ADDITIONS TO AGENDA

16. CHAIRMAN DEVLIN COMMITTEE REPORTS

PERSONNEL

[A.](#) 2022-03-28 Meeting Minutes

B. Annual Step Increases: Steve Williams E-10; Amanda Eisenschenk J-6; Andrew Eisenschenk F-6.

WAYS, MEANS, FINANCE

[A.](#) 2022-03-28 Minutes

LODGING TAX COMMITTEE

LEC JOINT POWERS BOARD

HOME RULE CHARTER

WOLF PUP BOARD

ADDITIONS TO AGENDA

17. CHAIRMAN BRENNAN COMMITTEE REPORTS

WATER, SEWER, GARBAGE

[A.](#) 2022-03-29 Meeting Minutes

CTE/CAREER ACADEMY

ADDITIONS TO AGENDA

STAFF REPORTS

18. MAYOR

19. CITY FINANCE DIRECTOR

[A.](#) Finance Director Report

[B.](#) March GPT Transfers

C. Additional Golf Course Grounds Crew

20. CITY ENGINEER REPORT

- [A.](#) Engineer Report
- [B.](#) Maintenance and Nonencroachment Agreement for 2022 Chip Seal Project
- [C.](#) North Loop Construction Agreement - MCWRD and WAWSA
- [D.](#) Permit Inspection & On-call Testing Services Task Order WC22-02 - Brosz Engineering
- [E.](#) Hunters Run Punch List Cost Estimate Task Order WC 22-03 - Brosz Engineering
- [F.](#) 2022 Development Agreement and Subdivision Improvement, Maintenance, and Warranty Agreement Templates
- [G.](#) Strategic Governance and Finance Study - North Dakota State Water Commission- (Informational)
- [H.](#) WaterSMART Grant Application Development Task Order No. 3 - Burian & Associates, LLC
- [I.](#) Watford City Main Street North Bid Tabulation (informational)

21. CITY PLANNER REPORT

- [A.](#) City Admin/Planner Report

22. SUPERINTENDENT OF PUBLIC WORKS REPORT

- [A.](#) Public Works Report

23. CITY ASSESSOR REPORT

- [A.](#) Assessor Report

24. ATTORNEY REPORT

25. NEW BUSINESS

26. APPROVAL OF BILLS

- [A.](#) Bill List

27. INFORMATION

- [A.](#) Board of Equalization Meeting - April 12, 2022 - 6:00 pm

28. ADJOURNMENT

CITY OF WATFORD CITY
CITY COUNCIL MEETING
March 7, 2022

Minutes of the regular City Council meeting held on March 7, 2022 at 6:00 p.m. at City Hall. Present were Mayor Phil Riely and Council Members Kenny Liebel, Bethany Devlin, Steve Sanford, Lindsay Veeder, Heidi Brenna, and Matt Beard. Also present was City Administrator Curt Moen, City Auditor Peni Peterson, and City Attorney Wyatt Voll. Mayor Riely called the meeting to order with the Pledge of Allegiance.

Council Member Liebel moved to approve the March 7, 2022 agenda, as presented. Motion seconded by Council Member Devlin and carried unanimously.

Council Member Sanford moved to approve the minutes of the city council meetings held February 7 and February 23, 2022, as presented. Motion seconded by Council Member Liebel and carried unanimously.

Public Input was held to discuss the deer population within the city limits. Casey Anderson from ND Game and Fish was in attendance to provide information and options for a deer population management program. One option that has been successful in Bismarck and Fargo is a special herd reduction deer season that allows for a limited number of special deer bow season licenses. The city would be able to designate boundaries, bow equipment, manner of taking, shooting hours, requiring a proficiency test to obtain a license, license fee, and all other requirements for the program. The only requirement from ND Game and Fish is that the bow must be a 30-pound bow. A proclamation of the city's intent must be declared to the Governor's office by April 13th for signature to allow for the special hunting season.

No action was taken at this time. City Staff will work with the City Attorney to look at ordinances regarding bow hunting within the city limits, feeding wildlife, and if additional public input is required.

Terry Moe gave an update on Rough Rider Center events.

Mike Moran and Tony Carmichael gave an update on the Fox Hills Golf Course.

Chief Jesse Wellen gave an update on the police department.

Council Member Liebel moved to terminate the Land Use Application for Conditional Use Permit submitted by Michels Pipeline, Inc. Motion seconded by Council Member Devlin and carried by the following roll call vote: ayes: Brenna, Sanford, Devlin, Liebel, Beard, and Veeder; nays: none.

Council Member Liebel moved to approve the Land Use Application for Conditional Use Permit submitted by US Forest Services (Jon Girard) to allow Temporary Workforce Housing until September 6, 2022. The US Forest Service will need to bring this property into compliance if they want to utilize the property as a Mobile Home Park otherwise, the mobile homes will need to be removed after the expiration date of September 6, 2022 and the Conditional Use Permit will

terminated. Motion seconded by Council Member Brenna and carried by the following roll call vote: ayes: Devlin, Sanford, Beard, Veeder, Brenna, and Liebel; nays: none.

Council Member Devlin moved to approve the Land Use Application for Zone Change submitted by US Forest Services (Jon Girard) 1905 Main St S (IT 827) from C1- General Commercial to R3 – Medium Density Residential. Motion seconded by Council Member Sanford and carried by the following roll call vote: ayes: Veeder, Sanford, Liebel, Devlin, Beard, and Brenna; nays: none.

Council Member Liebel moved to approve the Land Use Application for Zone Change submitted by Paul Dries (Lots 12 & 14 of Block 1 of The Crossings) from R3 Medium Density Residential to C1 General Commercial. Motion seconded by Council Member Veeder and carried by the following roll call vote: ayes: Beard, Brenna, Sanford, Liebel, Veeder, and Devlin; nays: none.

Council Member Sanford moved to approve the cemetery lot fee increase from \$175/lot to \$250/lot, effective March 7, 2022. Motion seconded by Council Member Liebel and carried by the following roll call vote: ayes: Devlin, Sanford, Veeder, Liebel, Beard, and Brenna; nays: none.

Council Member Beard moved to approve the Second Reading on Ordinance #589 Amending Section 1-503 of Article V of Chapter I – Relating to Watford City Municipal Golf Course Management. Motion seconded by Council Member Devlin and carried by the following roll call vote: ayes: Sanford, Veeder, Liebel, Devlin, Beard, and Brenna; nays: none.

Council Member Beard moved to approve Resolution 2022-05 – Resolution for Building Permits – Commercial. Motion seconded by Council Member Devlin and carried by the following roll call vote: ayes: Brenna, Veeder, Beard, Sanford, Devlin, and Liebel; nays: none.

Council Member Beard moved to approve the following 2022 Community Enhancement Grant Requests: Badlands Gymnastics \$3500; LAND/Save the Maah Daah Hey \$2500; Long X Arts Foundation \$2500; Bakken Oil Rush \$2500; Trap, Neuter, and Rescue Foundation \$2500; Watford City After Prom \$500; Watford City Homefest \$2500; Light up Watford City – Parade of Lights \$2500; Best of the West Ribfest \$2500; Watford City Downtown Association \$1000; McKenzie County Heritage Park \$2500; Farm Rescue \$2500; Alexander After Prom Committee \$2000; Alexander Comets Youth Wrestling Club \$2500; Arnegard Rural Fire District \$2500. Motion seconded by Council Member Veeder and carried by the following roll call vote: ayes: Liebel, Brenna, Beard, Devlin, Veeder, and Sanford; nays: none.

Council Member Devlin moved to approve the new job descriptions for Workforce Development Director and Golf Shop Customer Service Assistant/Cashier. Motion seconded by Council Member Liebel and carried unanimously.

Council Member Devlin moved to approve the following Annual Step Increases: Megan Bradford J-1; Laura Dokken C-1; Justin Smith A-6; Jason Faller C-10; Andrew Schatz G-5. Motion seconded by Council Member Brenna and carried unanimously.

Council Member Devlin moved to approve the Amended Lease Agreement between City of Watford City and Six Shooter, LLC. Motion seconded by Council Member Brenna and carried by the following roll call vote: ayes: Liebel, Sanford, Beard, Brenna, Devlin, and Veeder; nays: none.

Council Member Devlin moved to approve a quote from M Squared Contracting in the amount of \$11,149.75 to stain and seal the deck at the golf course. Motion seconded by Council Member Liebel and carried by the following roll call vote: ayes: Brenna, Sanford, Veeder, Liebel, Devlin, and Beard; nays: none.

Council Member Devlin approved installing irrigation and landscaping at the cemetery with a not exceed amount of \$125,000. Motion seconded by Council Member Liebel and carried by the following roll call vote: ayes: Brenna, Sanford, Veeder, Liebel, Devlin, and Beard; nays: none.

Council Member Devlin moved to approve the Lodging Tax request from Vision West in the amount of \$1000 to go towards advertisement for the event. Motion seconded by Council Member Brenna and carried by the following roll call vote: ayes: Brenna, Veeder, Beard, Liebel, Devlin, and Sanford; nays: none.

Council Member Devlin moved to approve Resolution 2022-04 City Government Week. Motion seconded by Council Member Beard and carried by the following roll call vote: ayes: Brenna, Veeder, Sanford, Liebel, Devlin, and Beard; nays: none.

Council Member Devlin moved to approve the following February 2022 GPT Revenue Fund Transfers totaling \$1,439,234.05: 1000 General Fund \$456,250; 1002 Budget Stabilization Fund \$8,000; 2010 Road Fund \$76,250; 2240 RRC Operating \$96,375; 2245 Fox Hills Golf Course \$32,791.67; 2290 PD Car Fund \$44,166.67; 2310 Vector & Weed \$6,250; 3010 G.O. Hwy Bonds \$4,500; 3050 Oil & Gas Bonds \$10,625; 3075 RRC Bond \$373,125; 4005 Capital Improvement \$0; 4039 Golf Course Expansion \$5,416.67; 4040 Public Works Facility \$228,400.71; 5020 Sewer Bonds \$97,083.33. Motion seconded by Council Member Veeder and carried by the following roll call vote: ayes: Brenna, Sanford, Liebel, Devlin, Beard, and Veeder; nays: none.

Council Member Brenna moved to approve the 2020 Final Audit as prepared by Schmitz-Holmstrom, LLP. Motion seconded by Council Member Devlin and carried by the following roll call vote: ayes: Veeder, Devlin, Sanford, Beard, Liebel, and Brenna; nays: none.

Council Member Beard moved to approve the Task Order with Brosz Engineering for the 2nd Avenue SW Shared Use Path Project in the hourly rate not to exceed amount of \$101,055. Motion seconded by Council Member Devlin and carried by the following roll call vote: ayes: Beard, Brenna, Sanford, Devlin, Veeder, and Liebel; nays: none.

Council Member Brenna moved to request Mayor Riely sign the letter of support for the NDDOT's Theodore Roosevelt Expressway Freight Expansion Project RAISE Grant Program Application. Motion seconded by Council Member Devlin and carried unanimously.

Council was informed that the Stenehjem Commons Developer submitted sanitary sewer videos for the City's review, per the Subdivision Improvement, Maintenance, and Warranty Agreement, and the city found no significant findings and that the Warranty Bond has been released.

City Planner Moen requested that the Planning and Zoning Commission hold a Public Hearing to review ordinances for Park Zoning and Requirements. Council Member Liebel motioned for the Planning and Zoning Commission to hold a Public Hearing to review ordinances for Park Zoning and Requirements. Motion seconded by Council Member Brenna and carried unanimously.

Council Member Sanford moved to approve the bills as listed. Motion seconded by Council Member Veeder and carried unanimously. EFTPS \$106,899.09; Nationwide Financial \$1,710.59; Nationwide Retirement Solutions \$6,019.87; NDPERS-Def Comp \$6,515.00; Payroll \$285,977.88; Symetra Life Insurance \$1,228.87; TASC \$5,659.03; Wolf Run Village Inc. \$600.00; Advanced Elements \$1,717.50; Agency MABU \$3,752.50; Agri Industries \$188.82; Agterra Technologies \$35.00; Amanda Eisenschenk \$500.00; American Water Works Association \$10.00; Armor Interactive \$46,986.30; ASDCO Construction \$131.66; Badlands Environmental \$900.00; Badlands Hardware \$197.19; Badlands Occupational Testing \$38.00; Badlands Power Fuels \$45.00; Baker Commodities \$35.00; BEK Consulting \$4,494.70; Border States Electric \$1,130.96; Brady's Towing & Recovery \$1,293.75; Bridgestone Golf \$359.28; Burian & Associates \$7,400.19; Butler Machinery \$346.82; C Emery Nelson \$1,370.80; C&D Water Services \$52.50; Car Tunz \$593.00; Cascade Glass & Signs \$10,699.90; Cellebrite \$4,300.00; CIM Sanitary Tech \$7,500.00; City of Watford City \$418.11; Cole Papers \$149.48; Core & Main \$4,057.36; Dakota Back & Neck \$120.00; Darrington Snow Removal \$375.00; Dean Anderson, Inc. \$125.00; DMAND \$250.00; Environmental Consulting \$750.00; Expressway Suites \$259.20; Farmers Union \$11,394.47; Fast Initial Response Systems \$226.65; Fastenal Company \$3.51; Flexible Pipe Tool Company \$1,174.20; Galls \$1,177.06; Gem City Motors \$8,306.91; Grainger \$19.94; Hansen Diesel & Automotive \$97.70; Hawkeye Oil Field Supply \$48.92; Heck Built \$2,977.00; Heggen Equipment \$10.96; High RPM, LLC \$6,754.49; Holiday Inn - Bismarck \$360.00; Hose & Rubber Supply \$966.69; Hour Media \$125.00; Hovex \$8,520.00; Information Tech Dept \$4,951.75; Interstate All Battery Center \$58.38; Jack and Jill \$5.88; Jonathan Davis \$53.18; JP Morgan Chase Bank \$3,439.78; Kiesler Police Supply \$3,763.04; Kully Supply \$532.66; Lund Oil Inc. \$1,986.61; Marco Technologies \$1,846.24; Matt Hooper \$260.78; McKennett Law Firm \$15,637.50; McKenzie County Farmer \$1,539.62; McKenzie County GIS \$11,000.00; McKenzie County Healthcare \$494.00; McKenzie County Tourism \$484.82; McKenzie County Water Resource \$91,398.51; McKenzie Electric \$6,690.00; Montana Dakota Utilities \$22,100.70; MSA Safety Sales \$1,690.97; MTI Distributing \$9,236.32; MVTL Laboratories \$1,619.00; National Safety Council \$495.00; ND Safety Council \$320.00; ND Workforce Safety & Insurance \$284.33; Nelson Contracting \$2,601.49; Northern Metal \$658.18; Northern Pump & Compression \$142.00; OK Implement \$1,181.32; OK Tire Stores \$1,213.18; Olympic Sales \$178.59; One Call Concepts \$21.40; Paige Johnson \$299.28; Post Board \$135.00; Quadient Finance \$500.00; RDO Equipment \$556.82; Reservation Telephone \$2,913.22; Rough Rider Center \$24,518.30; Schmitz-Holmstrom \$500.00; Stop Stick \$74.00; Street Cop Training \$225.00; Swanson & Warcup \$1,827.47; Swanston Equipment \$6,912.53; The Round-Up \$197.00; Tire-Rama Glendive \$884.64; Tricorne Audio \$2,440.00; Tritech Software Systems \$27,405.84; UPS \$871.60; Valli Information \$55.00; Verizon Connect \$19.19; Verizon Wireless \$3,234.32; Visa \$1,820.52; Wallwork Truck Center \$154.28;

Watford City Veterinary Clinic \$250.00; WEX Bank \$6,665.19; Wingate by Wyndham Bismarck \$86.00; Wolf Run Village I \$40,000.00; Wolf Run Village II \$8,000.00.

The next regularly scheduled City Council meeting will be on Monday, April 4, 2022 at 6:00 p.m. at City Hall.

There being no further business, the meeting was adjourned at 8:33 p.m. These minutes are published subject to the City Council’s Review and Revision pursuant to NDCC 40-01-09.1.

Peni Peterson, Auditor

Philip K. Riely, Mayor

CITY OF WATFORD CITY
CITY COUNCIL MEETING
March 21, 2022

Minutes of the special City Council meeting held on March 21, 2022 at 4:00 p.m. at City Hall. Present was Mayor Phil Riely and Council Members Kenny Liebel, Bethany Devlin, Steve Sanford, Heidi Brenna, and Lindsay Veeder. Absent was Matt Beard. Also present was City Planner Curt Moen, City Auditor Peni Peterson, and City Attorney Wyatt Voll.

Council Member Liebel moved to approve the Memorandum of Understanding between the City of Watford City and the Watford City Municipal Airport Authority on Runway Loan. Motion seconded by Council Member Veeder and carried by the following roll call vote: ayes: Brenna, Devlin, Veeder, Liebel, and Sanford; nays: none.

Council Member Liebel moved to approve, with changes, the First Reading of an Ordinance Adding Article IV to Chapter VII Relating to Wildlife Management. Motion seconded by Council Member Sanford and carried unanimously.

Wildlife Management Program Proclamation information will need to be sent to ND Game & Fish by April 13th. Information that will need to be provided is how many tags will be issued and a map of the areas that will be designated hunting areas. It was the consensus of the City Council to allow 50 tags for antlerless species, and to identify properties that potentially could be used for hunting areas. The landowners will need to be notified for permission to include their property as a designated hunting area. Once properties have been identified and approval has been given, a map of the properties will need to be created.

There being no further business, the meeting was adjourned at 5:07 p.m. These minutes are published subject to the City Council’s Review and Revision pursuant to NDCC 40-01-09.1.

Peni Peterson, Auditor

Philip K. Riely, Mayor

April 4, 2022

Peni Peterson, Auditor
City of Watford City
Box 494
Watford City, ND 58854

Dear Peni,

The enclosed applications for Abatement and Settlement of Taxes have been received by this office and assigned County Auditor's numbers 4494-4497.

Please have the City Council act on this applications, complete their recommendation on the back of the forms, and return to this office for final action by the County Commission. Under North Dakota Century Code 57-23-06, you must notify the applicant of the hearing before your Board.

If you have any questions, you may contact me or the Tax Director, Katie Paulson, at 701-444-3616 Ext. 3.

Sincerely,



Erica Johnsrud
McKenzie County Auditor/Treasurer

McKenzie County Auditor/Treasurer Office

Erica Johnsrud, Auditor/Treasurer

201 5th ST NW, Suite 543 Watford City, North Dakota 58854

Telephone: (701) 444-3616 Ext 3 | Fax: (701) 444-4113

ejohnsrud@co.mckenzie.nd.us



Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Watford City
 County of McKenzie Property I.D. No. 82-31-05200
 Name City of Watford City Telephone No. (701) 444-2533
 Address PO Box 494, Watford City, ND 58854

Legal description of the property involved in this application:

Lot 7, Blk 001, Fox Hills Village

Total true and full value of the property described
above for the year 2020 is:

Land \$ _____
 Improvements \$ _____
 Total \$ _____
 (1)

Total true and full value of the property described
above for the year _____ should be:

Land \$ _____
 Improvements \$ _____
 Total \$ _____
 (2)

The difference of \$ _____ true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☒ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
 yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 yes/no
 Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
 yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Refund of taxes paid for 2020 in the amount of \$967.70

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Laura Down
 Signature of Preparer (if other than applicant)

3/07/2022
 Date

 Signature of Applicant

 Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.

Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement
Or Refund Of Taxes

Name of Applicant

City of Watford City

County Auditor's File No.

4494

Date Application Was Filed
With The County Auditor

03/31/2022

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

04/04/2022

(must be within five business days of filing date)

2020 MCKENZIE COUNTY REAL ESTATE TAX STATEMENT

Parcel Number: 82-31-05200
 Jurisdiction: WATFORD CITY

Statement No: 34154

CITY OF WATFORD CITY

Physical Location

Legal Description

LOT- 7 BLK-001
 FOX HILLS VILLAGE

2020 TAX BREAKDOWN

Net consolidated tax 967.70
 Plus: Special Assessments 42,568.82
 Total tax due 43,536.52
 Less: 5% discount (48.38)
 if paid by Feb. 16th
Amount due by Feb. 16th 43,488.14
 Or pay in two installments (with no discount)
 Payment 1: Pay by Mar. 1st 43,052.67
 Payment 2: Pay by Oct. 15th 483.85

Legislative tax relief
 (3-year comparison):

	2018	2019	2020
Legislative tax relief	412.50	417.84	409.97

Special Assessments 42,568.82
 Specials Interest .00

Tax distribution(3-year comparison):

	2018	2019	2020
True And Full Value	110,050	110,050	110,050
Taxable Value	5,503	5,503	5,503
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	5,503	5,503	5,503
Mill Levy	164.120	175.090	175.850

Penalty on 1st Installment & Specials
 March 2..... 3%
 May 3..... 6%
 July 1..... 9%
 October 15..... 12%
 Penalty on 2nd Installment
 October 18..... 6%

Taxes By District (in dollars):

	2018	2019	2020
State	5.50	5.50	5.50
County	98.72	98.78	99.27
City/Twp WATFORD CITY	446.57	459.89	465.06
School MCKENZIE COUNTY #1	323.41	371.34	370.85
GARRISON	5.50	5.50	5.50
MCKEN SOIL 3	11.01	11.01	11.01
MCKEN AMBULA 3	12.44	11.50	10.51

FOR ASSISTANCE:

Office: McKenzie County Treasurer

Phone: 701-444-3616 ext. 3

Email: treas@co.mckenzie.nd.usWebsite: county.mckenziecounty.net

-Auditor/Treasurer Department-

Consolidated Tax	903.15	963.52	967.70
Net consolidated tax	903.15	963.52	967.70
Net effective tax rate	.82%	.88%	.88%

Detach here and mail with your payment

2020 McKenzie County Real Estate Tax Statement

Parcel Number: 82-31-05200
 Statement Number: 34154

MP # 3957
 Taxpayer # 3957

Total tax due 43,536.52
 Less 5% discount (48.38)
Amount due by Feb. 16th 43,488.14
 Or pay in two installments (with no discount):
 Payment 1: Pay by Mar. 1st 43,052.67
 Payment 2: Pay by Oct. 15th 483.85

CITY OF WATFORD CITY
 BOX 494
 WATFORD CITY ND 58854-0494

MAKE CHECK PAYABLE TO:
 MCKENZIE COUNTY TREASURER
 201 5TH ST NW, SUITE 504
 WATFORD CITY, ND 58854

Your canceled check is your receipt for your payment.
 No receipt will be issued.





File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

Legal description of the property involved in this application:
 Lot 7, Blk 001, Fox Hills Village

Land	\$ _____
Improvements	\$ _____
Total	\$ _____

(2)

☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2

☐ 2. Residential or commercial property's true and full value exceeds the market value

☐ 3. Error in property description, entering the description, or extending the tax

☐ 4. Nonexisting improvement assessed

☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.

☐ 6. Duplicate assessment

☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))

☒ 8. Error in noting payment of taxes, taxes erroneously paid

☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.

☐ 10. Other (explain)

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
_____ Market value estimate: \$ _____
Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ _____

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

Signature of Preparer (if other than applicant) 3/07/2022 Date Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.

Approved Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____,

County Auditor _____ Chairperson _____

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

Application For Abatement
Or Refund Of Taxes

Name of Applicant

City of Walford City

County Auditor's File No.

4495

Date Application Was Filed
With The County Auditor

03/31/2022

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

04/04/2022

(must be within five business days of filing date)

2021 MCKENZIE COUNTY REAL ESTATE TAX STATEMENT

Parcel Number:
82-31-05200

Jurisdiction
WATFORD CITY

Statement No: 23288

CITY OF WATFORD CITY

Physical Location

Legal Description

LOT- 7 BLK-001
FOX HILLS VILLAGE

2021 TAX BREAKDOWN

Net consolidated tax	1,002.20
Plus: Special Assessments	42,568.82
Total tax due	43,571.02
Less: 5% discount	(50.11)
if paid by Feb. 15th	
Amount due by Feb. 15th	43,520.91
Or pay in two installments(with no discount)	
Payment 1: Pay by Mar. 1st	43,069.92
Payment 2: Pay by Oct. 17th	501.10



Legislative tax relief
(3-year comparison):

	2019	2020	2021
Legislative tax relief	417.84	409.97	408.60

Special Assessments 42,568.82
Specials Interest .00

Tax distribution(3-year comparison):

	2019	2020	2021
True And Full Value	110,050	110,050	110,050
Taxable Value	5,503	5,503	5,503
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	5,503	5,503	5,503
Mill Levy	175.090	175.850	182.120

Penalty on 1st Installment & Specials
March 2..... 3%
May 2..... 6%
July 1..... 9%
October 17..... 12%
Penalty on 2nd Installment
October 18..... 6%

Taxes By District(in dollars):

State	5.50	5.50	5.50
County	98.78	99.27	98.28
City/Twp WATFORD CITY	459.89	465.06	477.61
School MCKENZIE COUNTY #1	371.34	370.85	396.82
GARRISON	5.50	5.50	5.50
MCKEN SOIL 3	11.01	11.01	8.25
MCKEN AMBULA 3	11.50	10.51	10.24

FOR ASSISTANCE:

Office: McKenzie County Treasurer

Phone: 701-444-3616 ext. 3

Email: treas@co.mckenzie.nd.us

Website: county.mckenziecounty.net

-Auditor/Treasurer Department-

Consolidated Tax	963.52	967.70	1,002.20
Net consolidated tax	963.52	967.70	1,002.20
Net effective tax rate	.88%	.88%	.91%

Detach here and mail with your payment

2021 McKenzie County Real Estate Tax Statement

Parcel Number: 82-31-05200

MP # 3957

Statement Number: 23288

Taxpayer # 3957

Total tax due	43,571.02
Less 5% discount	(50.11)
Amount due by Feb. 15th	43,520.91
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar. 1st	43,069.92
Payment 2: Pay by Oct. 17th	501.10

CITY OF WATFORD CITY

BOX 494

WATFORD CITY ND 58854-0494

MAKE CHECK PAYABLE TO:

MCKENZIE COUNTY TREASURER
201 5TH ST NW, SUITE 504
WATFORD CITY, ND 58854

Your canceled check is your receipt for your payment.
No receipt will be issued.

North Dakota Century Code § 57-23-04

18

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor _____ Chairperson _____

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

Application For Abatement
Or Refund Of Taxes

City of Watford City

4496

03/31/2022

04/04/2022

Name of Applicant

County Auditor's File No.

Date Application Was Filed With The County Auditor

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

2020 MCKENZIE COUNTY REAL ESTATE TAX STATEMENTParcel Number:
82-31-00800Jurisdiction
WATFORD CITY

Statement No: 34140

CITY OF WATFORD CITY

Physical Location

Legal Description

LOT- 4 BLK-001
FOX HILLS VILLAGE**2020 TAX BREAKDOWN**

Net consolidated tax	391.27
Plus: Special Assessments	3,540.22
Total tax due	3,931.49
Less: 5% discount	(19.56)
if paid by Feb. 16th	
Amount due by Feb. 16th	3,911.93
Or pay in two installments (with no discount)	
Payment 1: Pay by Mar. 1st	3,735.86
Payment 2: Pay by Oct. 15th	195.63

Legislative tax relief
(3-year comparison):

	2018	2019	2020
Legislative tax relief	166.79	168.94	165.76

Special Assessments	3,540.22
Specials Interest	.00

Tax distribution (3-year comparison):

	2018	2019	2020
True And Full Value	44,500	44,500	44,500
Taxable Value	2,225	2,225	2,225
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	2,225	2,225	2,225
Mill Levy	164.120	175.090	175.850

Penalty on 1st Installment & Specials

March 2.....	3%
May 3.....	6%
July 1.....	9%
October 15.....	12%
Penalty on 2nd Installment	
October 18.....	6%

Taxes By District (in dollars):

	2018	2019	2020
State	2.23	2.23	2.23
County	39.92	39.94	40.14
City/Twp WATFORD CITY	180.56	185.94	188.03
School MCKENZIE COUNTY #1	130.76	150.14	149.94
GARRISON	2.23	2.23	2.23
MCKEN SOIL 3	4.45	4.45	4.45
MCKEN AMBULA 3	5.03	4.65	4.25

FOR ASSISTANCE:

Office: McKenzie County Treasurer

Phone: 701-444-3616 ext. 3

Email: treas@co.mckenzie.nd.usWebsite: county.mckenziecounty.net

-Auditor/Treasurer Department-

Consolidated Tax	365.18	389.58	391.27
Net consolidated tax	365.18	389.58	391.27
Net effective tax rate	.82%	.88%	.88%

Detach here and mail with your payment

2020 McKenzie County Real Estate Tax StatementParcel Number: 82-31-00800
Statement Number: 34140MP # 3957
Taxpayer # 3957

Total tax due	3,931.49
Less 5% discount	(19.56)
Amount due by Feb. 16th	3,911.93
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar. 1st	3,735.86
Payment 2: Pay by Oct. 15th	195.63

CITY OF WATFORD CITY

BOX 494

WATFORD CITY ND 58854-0494

MAKE CHECK PAYABLE TO:

MCKENZIE COUNTY TREASURER
201 5TH ST NW, SUITE 504
WATFORD CITY, ND 58854Your canceled check is your receipt for your payment.
No receipt will be issued.



Lot 4, Blk 001, Fox Hills Village

Land \$ _____
Improvements \$ _____
Total \$ _____
(2)

☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
☐ 2. Residential or commercial property's true and full value exceeds the market value
☐ 3. Error in property description, entering the description, or extending the tax
☐ 4. Nonexisting improvement assessed
☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
☐ 6. Duplicate assessment
☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
☒ 8. Error in noting payment of taxes, taxes erroneously paid
☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
☐ 10. Other (explain)

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no _____
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no _____
_____ Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Refund of taxes paid for 2021 in the amount of \$405.23

Date _____

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.

Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement
Or Refund Of Taxes

Name of Applicant

City of Winifred City

County Auditor's File No.

4497

Date Application Was Filed
With The County Auditor

03/31/2022

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

04/04/2022

(must be within five business days of filing date)

2021 MCKENZIE COUNTY REAL ESTATE TAX STATEMENTParcel Number:
82-31-00800Jurisdiction
WATFORD CITY

Statement No: 23281

CITY OF WATFORD CITY

Physical Location

Legal Description

LOT- 4 BLK-001
FOX HILLS VILLAGE**2021 TAX BREAKDOWN**

Net consolidated tax	405.23
Plus: Special Assessments	3,540.22
Total tax due	3,945.45
Less: 5% discount	(20.26)
if paid by Feb. 15th	
Amount due by Feb. 15th	3,925.19
Or pay in two installments (with no discount)	
Payment 1: Pay by Mar. 1st	3,742.84
Payment 2: Pay by Oct. 17th	202.61

Legislative tax relief
(3-year comparison):

	2019	2020	2021
Legislative tax relief	168.94	165.76	165.21

Special Assessments	3,540.22
Specials Interest	.00

Tax distribution (3-year comparison):

	2019	2020	2021
True And Full Value	44,500	44,500	44,500
Taxable Value	2,225	2,225	2,225
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	2,225	2,225	2,225
Mill Levy	175.090	175.850	182.120

Penalty on 1st Installment & Specials	
March 2.....	3%
May 2.....	6%
July 1.....	9%
October 17.....	12%
Penalty on 2nd Installment	
October 18.....	6%

Taxes By District (in dollars):

	2019	2020	2021
State	2.23	2.23	2.23
County	39.94	40.14	39.74
City/Twp WATFORD CITY	185.94	188.03	193.11
School MCKENZIE COUNTY #1	150.14	149.94	160.44
GARRISON	2.23	2.23	2.23
MCKEN SOIL 3	4.45	4.45	3.34
MCKEN AMBULA 3	4.65	4.25	4.14

FOR ASSISTANCE:

Office: McKenzie County Treasurer

Phone: 701-444-3616 ext. 3

Email: treas@co.mckenzie.nd.usWebsite: county.mckenziecounty.net

-Auditor/Treasurer Department-

Consolidated Tax	389.58	391.27	405.23
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Net consolidated tax	389.58	391.27	405.23
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Net effective tax rate	.88%	.88%	.91%
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Detach here and mail with your payment

2021 McKenzie County Real Estate Tax Statement

Parcel Number: 82-31-00800

MP # 3957

Statement Number: 23281

Taxpayer # 3957

Total tax due	3,945.45
Less 5% discount	(20.26)
Amount due by Feb. 15th	3,925.19
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar. 1st	3,742.84
Payment 2: Pay by Oct. 17th	202.61

CITY OF WATFORD CITY

BOX 494

WATFORD CITY ND 58854-0494

MAKE CHECK PAYABLE TO:MCKENZIE COUNTY TREASURER
201 5TH ST NW, SUITE 504
WATFORD CITY, ND 58854Your canceled check is your receipt for your payment.
No receipt will be issued.

Peni Peterson

City Auditor

City of Watford City

Peni,

Club House Repairs

- The refinishing of the clubhouse deck, stairs, and ramp by M Squared Contracting, will start April 10th. This process should take no more than two weeks to complete weather permitting.

Golf Shop Operations

- Driving Range is open for use daily from 1:00 pm until 6:00 pm (weather permitting)
- Only one potential employee left to get HR approval to complete this season's staff.
- Golf shop is slowly coming into shape with inventories and displays arriving daily.
- High School practices will be starting next week.
- Alexander High School has requested to have their meet here at Fox Hills we are just working out the details.
- Marketing of score card advertising, GPS and hole sponsorships and Junior Golf programs will start next week.

Outings

April 2022

- April 23rd Junior Club fitting day
- April 30, Wolves Host WDA Meet - 10:00 AM Shotgun Start

May 2022

- May 5th PXG Club Fitting Day
- May 11th ND Petroleum Council – 1:00 PM Shot Gun
- May 19th Callaway Club Fitting Day
- May 21st and 22nd Club Spring Money Mayhem Scramble.
- May 24th Ladies Short Game Clinic

The Chamber of Commerce has decided not to host the Homefest Golf tournament this year. I have spoken with the WCGC to see if they would like to use that as another fundraiser. I am waiting for their response.

Any Questions Please let me know.

Tony

FOX HILLS GOLF COURSE – CITY OF WATFORD CITY

Alexander Public Schools

Usage Agreement for

Boys High School Golf Team 2022

- 1 A roster of the [paid to School District] members of the High School team must be turned into the Fox Hills Golf Shop before their first practice of the season. Teams applicable to this usage agreement:
- a. Boys Golf
- 2 All members of the golf teams must be instructed in golf etiquette and rules by a staff member of Alexander Public Schools. Team members should receive this instruction prior to the first practice at the golf course.
- 3 Practice time (non-inclusive) for the golf teams is 4:00pm to 6:00pm Monday through Friday. All golfers must sign in at the Golf Shop prior to golfing. Student team members may use the driving range during practice times.
- 4 Student golf team members wishing to use the golf course or range outside the practice of practice time may do so during the competitive golf season. When the competitive season is over, the student will be required to pay for green fees or obtain a golf course membership and or driving range like any other patron of the Fox Hills Golf Hills Golf Course.
- 5 The Alexander Public Schools Activities Director and Coaches will work with Fox Hills Golf Course Management to organize golf tournaments.
- 6 Alexander Public Schools will pay the Fox Hills Golf Course (payable to the City of Watford City) a fee of **\$500 dollars per year** for use of the course for High School Golf. This utilization fee will be limited to 1 NDHSAA event on the course grounds/clubhouse per year. Should any District, regional or State golf event wish to be held by the School District, **additional compensation of \$300.00 per event** will be due to the Fox Hills Golf Course (payable to the City of Watford City).

The City will invoice the School District in June for the applicable amounts due.

Alexander Public Schools

By: _____

Title: _____

Print Name: _____

Date: _____

City of Watford City, Fox Hills Golf Course

By: _____

Title: _____

Print Name: _____

Date: _____

Fox Hills Golf Course Maintenance April Report

As I mentioned last month, we were going to install all the cutting units back onto the machines, this has been completed. We have moved all the equipment out of the basement and back outside.

We took delivery of the new range ball washer. We now, have the ability to keep the range balls clean and give the driving range a more professional appearance .

We sent all the tee markers in this winter to get them sandblasted and powder coated Fox Hills "Orange". We now have those back on site and are ready to go.

Our new overseeder is at Heggen Equipment. Will get it delivered in the next week or so. This will aid us in overseeding large areas.

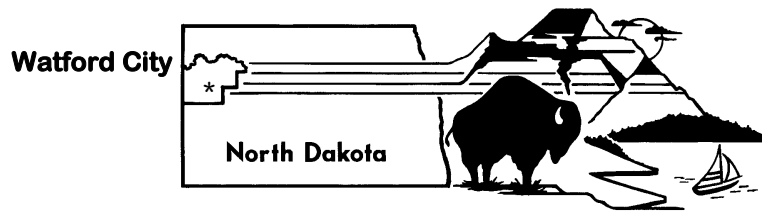
We rehired 3 employees on the 28th of March.

We set up the driving range to utilize the hitting matts that were purchased a few years back. We will stay on the matts until all the frost is out of the ground.

We have stated to remove the covers from the putting surfaces. It's to early to tell how the turf came though the winter. Need the nighttime temperatures to increase thus increasing soil temperature.

Lastly, We have a tentative opening day for the golf course of Friday April 15th.

Prepared by Mike Moran.



Chief Jesse A. Wellen
Watford City Police Department
1201 12th Street SE Ste. A
Watford City, ND 58854
Telephone: (701) 842-2280
Fax: (701) 842-2495

Police Department Update

March 2022

Monthly statistics

Calls for Service: 1085 compared to 1289 (2021)

Cases: 127 compared to 110 (2021)

Top incidents/arrests

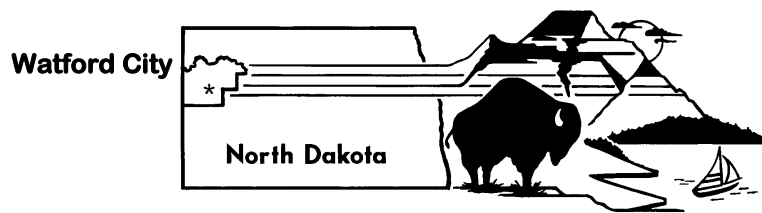
- 20 DUI
- 2 Sex offenses
- 13 Drugs & paraphernalia
- 29 Disorderly Conduct (4) / Disturbances (17) / Fights (8)
- 12 Traffic crashes – Hit and Run (2), Injury (3), Fatal (0), Property (7)
- 16 Theft (3), Burglary (2), Fraud (8), Stolen vehicle (3)
- 26 DUS/R
- 20 Medical assists
- 19 Warrants (7) / Warrant service attempts (12)
- 9 Domestic violence (3) Assaults (3) Domestic Non-Violent (3)

Department updates

- SIRM 20/20
 - No new updates since radio purchased
 - Programming radios, planning future installs into fleet.
- Commercial Motor Vehicle Enforcement:
 - Overweight citations (5)
 - Trucks weighed (11)
 - Overweight fees - \$9,120

Alarm tracking and false alarm fee update

- Alarms: 10 total / 4 false
 - Burglary – 5 alarm calls / 4 false
 - Fire – 4 alarm calls / 0 false
 - Panic – 0 alarm calls / 0 false
 - Medical 1 alarm calls / 0 false
 - Robbery – 0 alarm calls / 0 false
 - Unknown alarms – 0 alarm calls / 0 false



Chief Jesse A. Wellen
Watford City Police Department
1201 12th Street SE Ste. A
Watford City, ND 58854
Telephone: (701) 842-2280
Fax: (701) 842-2495

K-9 Program update

- 7 requests for deployment

Personnel update

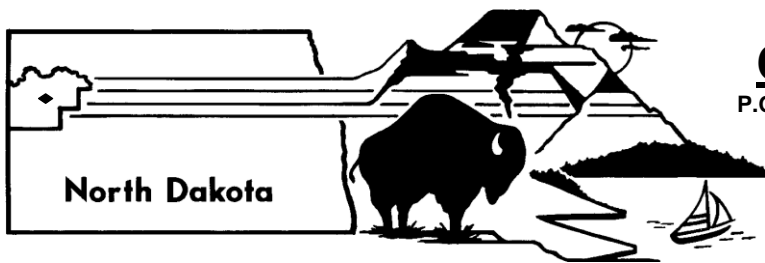
- **3 officer vacancies – currently for 2022 to reach (27 sworn)**
- **Future Administrative Assistant Interviews**
- **Sergeant Promotional Process Results – Samuel Forstie (promoted 4/4/2022)**
- **School Resource Officer – Daniel Barry (promotional date 4/4/2022)**
- 2 currently in the Field Training Process
- 2 currently attending Law Enforcement Training Academy
- **2 pending job offers for May**
 - Zachary Weldon – Tentative Offer – May 23, 2022
 - Jayden Uhlich – Tentative Offer – May 23, 2022

Fleet update

- Fleet operating at moderate levels
 - Ordered 2021 Chevy Tahoe – Guardian (should be delivered within 2 weeks)
 - Placed order for 2022 Ford Interceptor – Guardian (will not arrive until fall)
 - On waiting list for (2) Tahoes this fall. (Opening Orders May 2022)

Training Update

- ICS 300 & 400 – Chief Wellen
- Lt Langowski to attend School of Police Staff and Command – Northwestern University May-June (Dickinson, ND)
- ACOP Lass – attending School of Police Staff and Command – Northwestern University 22 weeks (online courses)
- Upcoming Females in Law Enforcement seminar
- ACOP Lass & Lt. Langowski – Supervising FTO Program (MT)
- Less Lethal Instructor Course – Lt. Langoski & Det. J. Davis



**PLANNING AND ZONING COMMISSION
MEETING AGENDA
Monday March 28th, 2021
6:00 PM City Hall, Heritage Room**

- **CALL TO ORDER PUBLIC HEARING**

1. The Public Hearing will be held to hear comment on amendments to City of Watford City Municipal Code of Ordinances Chapter XV—Zoning Ordinance, Articles X, XI, XII, XIII, XIII(A), XIV- Residential Zoning to Discuss if Parks should be a permitted use in these zoning districts or if we need to consider all parks to be zoned CF- Community Facilities.

- **CLOSE PUBLIC HEARING**

- **CALL TO ORDER REGULAR MEETING**

1. Division of Land Application, Final Plat- South Holms at 7 - Applicant Terrence and Diane Gariety.

- **MINUTES**

February 28th, 2022, Meeting

- **PERMIT RECORDS**

February-March Permits

- **OLD BUSINESS**

1. Division of Land Application for Simple Lot Split submitted by The Crossings at Watford City LLC.

- **NEW BUSINESS**

- **ADJOURNMENT**



PLANNING AND ZONING COMMISSION MEETING MINUTES Monday March 28th, 2022

The regularly scheduled August meeting of the Watford City Planning & Zoning Commission was held on Monday March 28th, 2022, at City Hall in the Heritage Room. In attendance: Chairman Jacob Walters, Vice Chairman Gregg Schuetze, and Commission Members Eva Bertagnolli, Troy Knutson, Jesse Lawrence (by phone), and Ross Sundeen Also in attendance: Assistant City Planner LaRissa Bertram, City Engineer Grace Demars, City Building Inspector Steven Williams, and City Attorney Wyatt Voll. . Absent: Warren Hovland, Marco Pelton

With the above-mentioned present, the public hearing was called to order at 6:03 P.M. by Chairman Jacob Walters.

Under consideration was the following agenda:

1. The Public Hearing will be held to hear comment on amendments to City of Watford City Municipal Code of Ordinances Chapter XV–Zoning Ordinance, Articles X, XI, XII, XIII,XIII(A), XIV- Residential Zoning to Discuss if Parks should be a permitted use in these zoning districts or if we need to consider all parks to be zoned CF- Community Facilities.

Assistant City Planner LaRissa Bertram stated that it was under discussion as to how to handle parks in our ordinance. Should we have their own zone or do we only allow them as a permitted use in CF zoning? There was conversation between the Planning Commission as well as Parks Director Robin Arnt. It was determined to let City staff work on this item and have something to present to the ordinance committee.

MOTION: R. Sundeen, SECOND: G. Schuetze to recommend Approval to City Council of, City of Watford City Municipal Code of Ordinances Chapter XV–Zoning Ordinance, Articles X, XI, XII, XIII,XIII(A), XIV- Residential Zoning to Discuss if Parks should be a permitted use in these zoning districts or if we need to consider all parks to be zoned CF- Community Facilities to send on to ordinance committee.

ROLL CALL VOTE:

AYES: Bertagnolli, Knutson, Lawrence, Schuetze, Sundeen, Walters

NAYS: none

MOTION: CARRIED

CLOSE PUBLIC HEARING: 06:23 PM

CALL TO ORDER REGULAR MEETING: 06:23 PM

MINUTES: February 28th, 2022

Minutes were reviewed as presented. No additional comments.

MOTION: R. Sundeen, **SECOND:** E. Bertagnolli to Approve the meeting minutes as presented.

VOICE VOTE:

AYES: all in favor

NAYS: none

PERMIT RECORDS:

Reviewed permit records as presented. No additional comments.

NEW BUSINESS:

~~1. Division of Land Application, Final Plat South Holms at 7 Applicant Terrence and Diane Gariety. PULLED FROM AGENDA~~

OLD BUSINESS:

1. Division of Land Application for Simple Lot Split submitted by The Crossings at Watford City LLC. for property located at PID: 82-23-03900 & 82-23-04100, Lots 12 and 14 of Block 1 of The Crossings, Section 22, Township 150 N, Range 98W, Watford City, McKenzie County, ND. Public Hearing will be held for the consideration to of splitting a 5-acre parcel for purchase for commercial development.

Assistant City Planner LaRissa Bertram stated this application was submitted in the intent that a 5-acre parcel was divided off for future commercial development. City Engineer Grace Demars had a few items that she wanted addressed prior to the map being recorded. It was stated by City Attorney Wyatt Voll that due to the timeline the comments Grace needed addressed would not meet our thirty-day timeline for tabling and they would ultimately have to resubmit at that time. Or the property owner could request and extension. Once that extension is requested the comments could be addresses at and the Map could move forward with recording. It was then discussed amongst commissioners that they would move forward with approval with the intent that the property owner would request and extension if the property owner did not request an extension by March 8th the map would be denied. There were no further comments.

UPDATE: There was a letter of extension submitted and was reviewed by City Staff with all concerns addressed.

MOTION: R. Sundeen, **SECOND:** J. Lawrence to recommend **Deny** **unless** an extension letter is submitted to City Council of the Division of Land Application for Simple Lot Split submitted by The Crossings at Watford City LLC. for property located at PID: 82-23-03900 & 82-23-04100, Lots 12 and 14 of Block 1 of The Crossings, Section 22, Township 150 N, Range 98W, Watford City,

McKenzie County, ND. Public Hearing will be held for the consideration to of splitting a 5-acre parcel for purchase for commercial development.

ROLL CALL VOTE:

AYES: Bertagnolli, Hovland, Knutson, Lawrence, Pelton, Schuetze, Sundeen, Walters

NAYS: none

MOTION: CARRIED

ADJOURNMENT: 6:40 PM

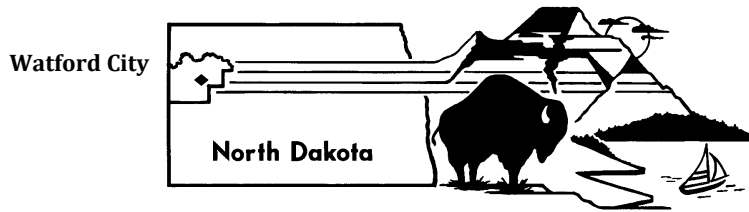
MOTION by J. Lawrence

The next regularly scheduled Planning and Zoning Commission Meeting will be held on Monday April 25th,2022 at 06:00 pm.

Jacob Walters, Chairman

LaRissa Bertram, Assistant City Planner

Uses	Zoning District																				
	A1	A2	RR1	RR2.5	RR5	R1	R2	R2M	R3	RT	R4	MH	CG	RP	C1	CB	C2	CF	RC	ID	HI
Park (Public or Private)										P											
Park or Garden (Public or Private)																			P		
Parks and Gardens	P	P				P	P	P	P		P										
Parks and Open Spaces.																P	P	P			



March 2022

STAFF REPORT SLS 01- 2022

APPLICANT:

The Crossings at Watford City LLC
P.O. Box 2009
Watford City ND, 58854

PROPERTY OWNERS:

The Crossings at Watford City LLC
P.O. Box 2009
Watford City ND, 58854

PROPERTY LOCATION:

Section 22, Township 150 North N, Range 98 West, Parcel # 82-23-03900 & 82-23-04100, Watford City, McKenzie County, North Dakota.

REQUEST:

Application submitted for the purpose of dividing one 5-acre lot out for commercial development.

ZONING:

R4- High Density Residential

CURRENT USE:

No development at this time.

SITE DEVELOPMENT:

Access: *The property is accessible from Frontier Ave.*

Sewer: *The property does have access to City sanitary sewer.*

Water: *The property does have access to City water.*

SITE DEVELOPMENT:

Section 11, Item D.

North: Zoning – C1- General Commercial
Use - undeveloped

East: Zoning – CB- General Business District
Use - undeveloped

South: Zoning – R4- High Density Residential
Use - undeveloped

West: Zoning – CB- Central Business District
Use - undeveloped

REFERENCES:

- Watford City City Code Sec. XV – Article XXX, Section 13 Simple Lot Split" *A simple lot split shall be allowed when street improvements, water or sewer line improvements or other public improvements are not required, and no more than four (4) lots are created. Upon approval by the City Council, a simple lot split may be recorded. Notwithstanding the foregoing, all lot design standards and zoning requirements are required to be met."*
- Watford City City Ordinance Number 443 amending Section 14 of Article XXX of Chapter XV of The City of Watford City Ordinances Relating to Exception to Subdivision Requirements.

DISCUSSION:

This Division of Land Application for Minor Plat Simple Lot Split has been submitted by Paul Dries representing The Crossings at Watford City LLC for an interested party in the property for the purchase of the 5-acre parcel for commercial development. This Simple Lot Split Application has been reviewed by City Staff and would recommend approval.

This lot currently is a vacant lot that the interested parties' intents to construct and develop on the property. The building will be used for an office space.

This map was seen Planning and Zoning February meeting and Commission stated that they did not make a motion on this. The applicant sent a letter of extension. This was received on March 1st, 2022. The items that were in question have been addressed and City Council will see this map at their April 4th meeting.

The City of Watford City mailed the adjacent property owners as well as the property owners who hold an interest in the property, a notice regarding the Land Use Application which was received for Zone Change. At the time of this report, none of the noticed property owners have contacted The City regarding this Application.

PANNING DEPARTMENT STAFF CONTACT:

LaRissa Bertram
lbertram@nd.gov
(701)444-8406

PLAT of

LOTS 15-17 in BLOCK 1 of THE CROSSINGS AT WATFORD CITY

A REPLAT OF LOTS 12, 13, & 14 IN BLOCK 1 OF THE CROSSINGS AT WATFORD CITY IN THE E1/2NW1/4 SECTION 22, T150N, R98W, 5th P.M., WATFORD CITY, MCKENZIE COUNTY, NORTH DAKOTA

DESCRIPTION

Lots 12, 13, & 14 in Block 1 of The Crossings at Watford City situated in the E1/2NW1/4 Section 22, T150N, R98W, 5th P.M., Watford City, McKenzie County, North Dakota.

Said parcel contains 17.81 acres.

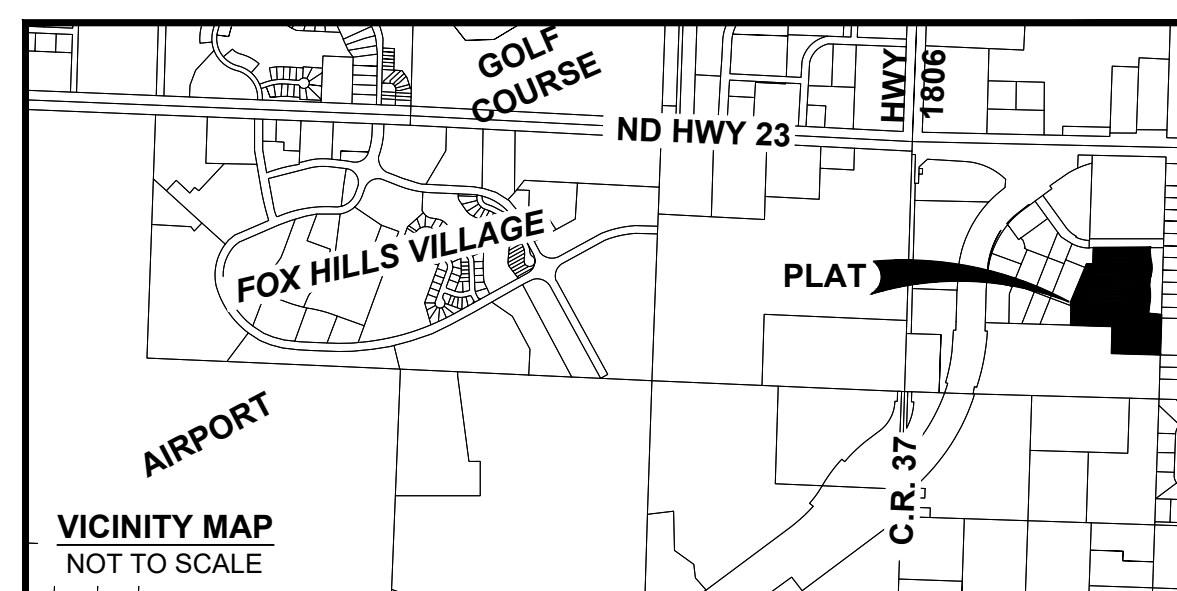
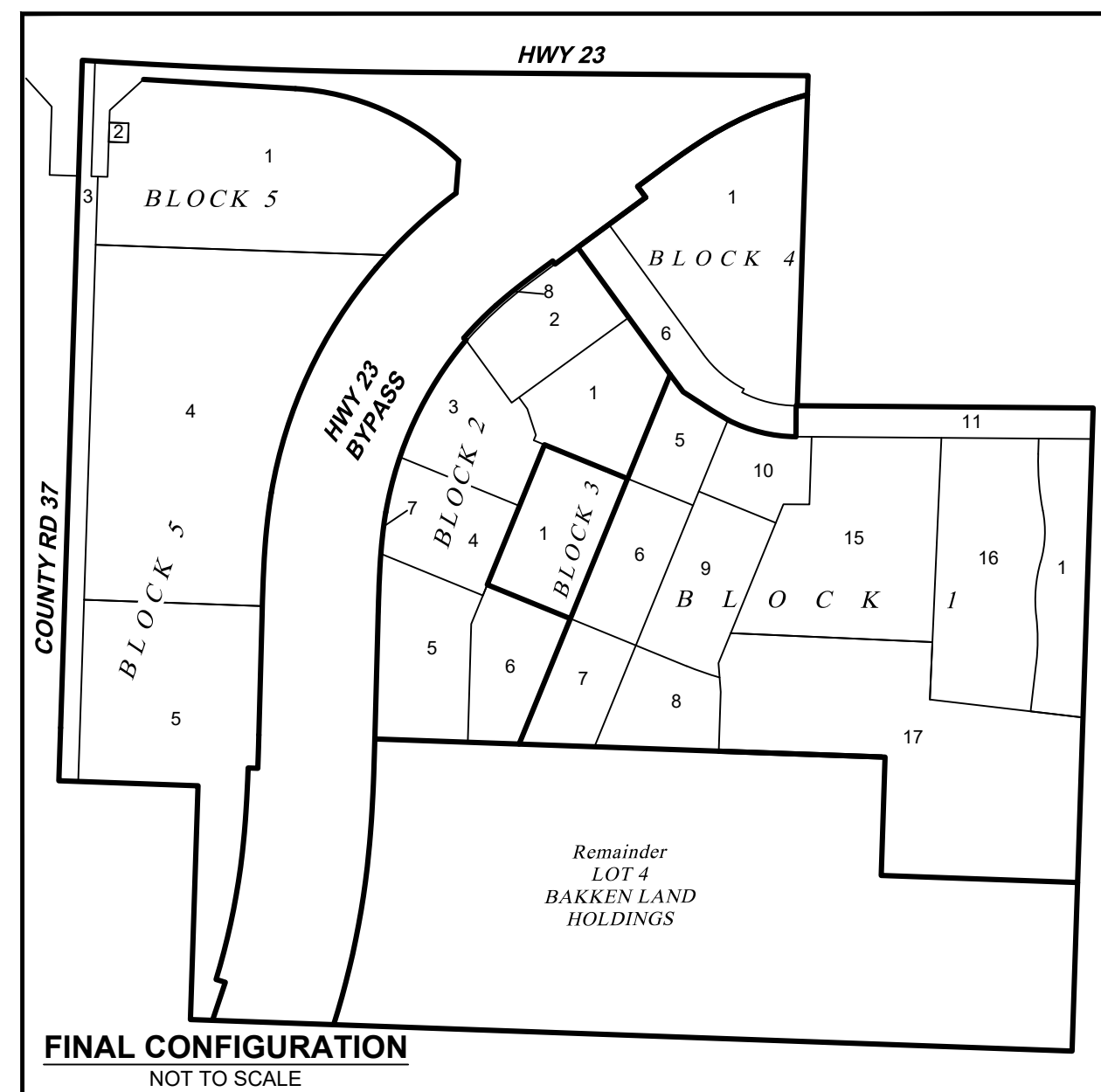
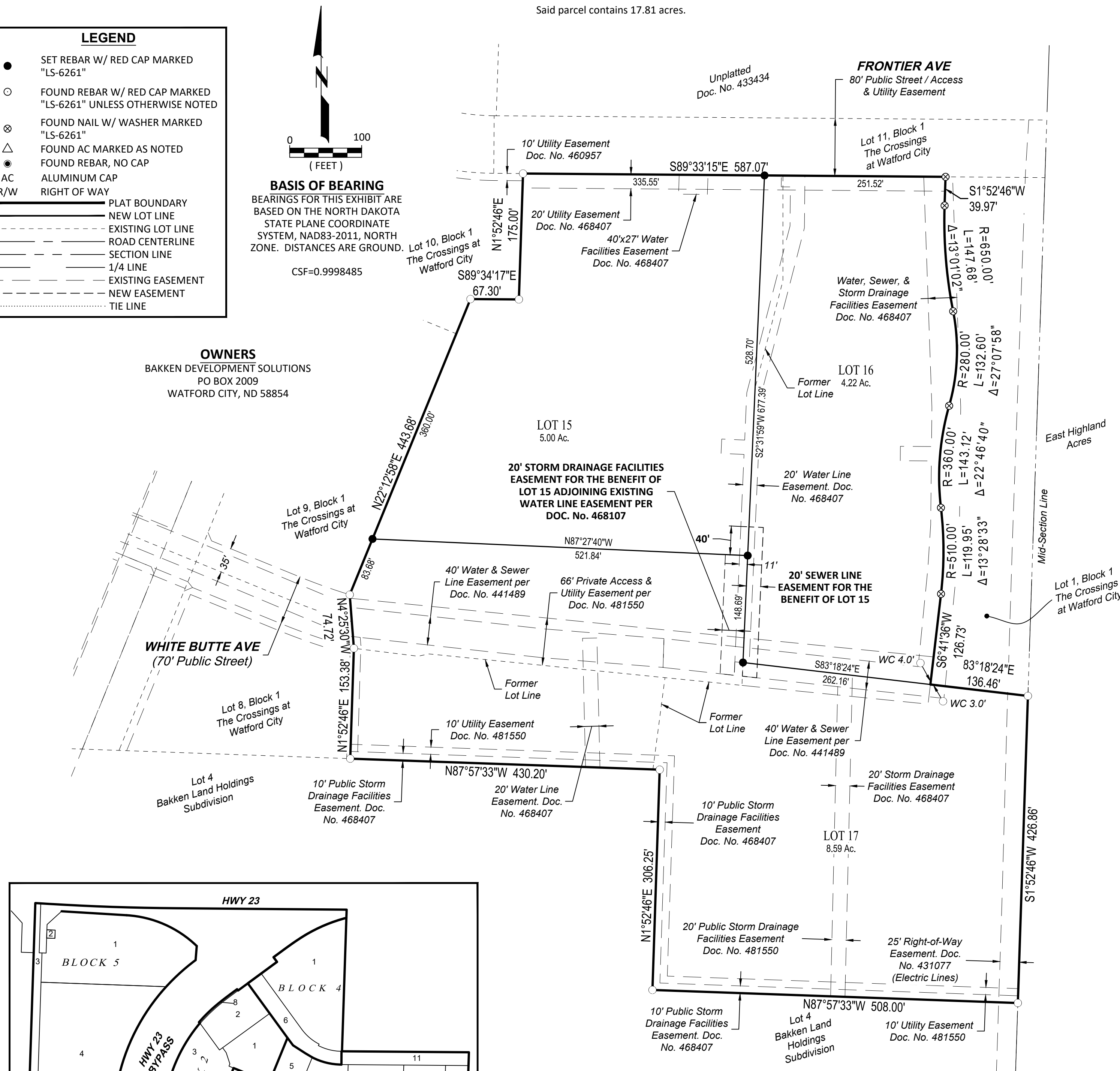
LEGEND

- SET REBAR W/ RED CAP MARKED "LS-6261"
- FOUND REBAR W/ RED CAP MARKED "LS-6261" UNLESS OTHERWISE NOTED
- ⊗ FOUND NAIL W/ WASHER MARKED "LS-6261"
- △ FOUND AC MARKED AS NOTED
- FOUND REBAR, NO CAP
- ALUMINUM CAP
- R/W RIGHT OF WAY
- PLAT BOUNDARY
- NEW LOT LINE
- EXISTING LOT LINE
- ROAD CENTERLINE
- SECTION LINE
- 1/4 LINE
- EXISTING EASEMENT
- NEW EASEMENT
- TIE LINE

BASIS OF BEARING
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NAD83-2011, NORTH ZONE. DISTANCES ARE GROUND.

CSF=0.9998485

OWNERS
BAKKEN DEVELOPMENT SOLUTIONS
PO BOX 2009
WATFORD CITY, ND 58854

**CERTIFICATE OF CONSENT and DEDICATION**

We, the undersigned, being sole owners and mortgage holders of the land platted herein, do hereby consent to the execution of this plat and agree to not vacate any portion of this plat without the consent of the City of Watford City. We hereby dedicate easements to run with the land for water, sewer, gas, electric, telephone, or other public utility lines or services under, on, or over the land dedicated hereon as "utility easements" whether shown or existing.

Dated this _____ day of _____, 2022.

Bakken Development Solutions, LLC

Paul Dries
Chief Operating Officer

STATE OF _____)
COUNTY OF _____) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared Paul Dries, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF SURVEYOR

I, Steven Rude, a Professional Land Surveyor in the State of North Dakota, hereby certify that this survey was conducted by me or under my direct supervision, that this plat is a correct representation of said survey, and that the monuments shown are of the nature and occupy the locations shown hereon.

Dated this _____ day of _____, 2022.

Steven Rude, PLS
ND Reg. No. LS-6261

STATE OF NORTH DAKOTA)
COUNTY OF _____) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared Steven Rude, known to me to be the person described in the within instrument, and acknowledged to me that he executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF CITY COUNCIL APPROVAL

The City of Watford City, North Dakota, has approved the attached plat as shown herein and lying within the jurisdiction of the City of Watford City and approves of the utility easements which may run under, on, or over the land as dedicated hereon as "utility easements" whether shown on the plat as present or existing.

This action of the Council was taken by resolution approved the _____ day of _____, 2022.

Philip Riely, Mayor Attest: Peni Peterson, Auditor

STATE OF NORTH DAKOTA)
COUNTY OF MCKENZIE) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared Philip Riely and Peni Peterson, known to me to be the persons described in the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF PLANNING & ZONING COMMISSION

This plat is hereby approved by the Planning & Zoning Commission of Watford City in accordance with the laws of the State of North Dakota, ordinances of Watford City, and the regulations of the Planning and Zoning Commission of Watford City.

Jacob Walters, Chairman Date _____

STATE OF NORTH DAKOTA)
COUNTY OF MCKENZIE) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared Jacob Walters, known to me to be the person described in the within instrument, and acknowledged to me that he executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF UTILITY PROVIDER-MDU

We, the undersigned utility providers, do hereby approve of the utility easements shown hereon.

MONTANA DAKOTA UTILITIES

Signature _____ Date _____

Printed Name _____ Title _____

STATE OF NORTH DAKOTA)
COUNTY OF MCKENZIE) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared _____ of Montana-Dakota Utilities, known to me to be the person described in the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF UTILITY PROVIDER-RTC

We, the undersigned utility providers, do hereby approve of the utility easements shown hereon.

RESERVATION TELEPHONE COOPERATIVE

Signature _____ Date _____

Printed Name _____ Title _____

STATE OF NORTH DAKOTA)
COUNTY OF MCKENZIE) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared _____ of Reservation Telephone Cooperative, known to me to be the person described in the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF UTILITY PROVIDER-MEC

We, the undersigned utility providers, do hereby approve of the utility easements shown hereon.

MCKENZIE ELECTRIC COOPERATIVE

Signature _____ Date _____

Printed Name _____ Title _____

STATE OF NORTH DAKOTA)
COUNTY OF MCKENZIE) ss

Be it known that on this _____ day of _____, 2022, before me personally appeared _____ of McKenzie Electric Cooperative, known to me to be the person described in the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for the State of North Dakota
Residing at _____
My commission expires _____

CERTIFICATE OF COUNTY AUDITOR

I, Erica Johnsrud, Auditor of McKenzie County, hereby certify that current taxes, delinquent taxes, delinquent special assessments or installments of special assessments, or tax estimates for the property shown hereon are unpaid in the amount of \$ _____ plus penalty and interest.

Dated this _____ day of _____, 2022.

Erica Johnsrud, Auditor

CERTIFICATE OF RECORDER

STATE OF NORTH DAKOTA)
COUNTY OF MCKENZIE) ss

Filed for record in the office of the Recorder of McKenzie County, North Dakota, at _____ o'clock AM / PM this _____

_____ day of _____, 2022, and assigned Document No. _____.

Katie Paulson, Recorder

PERMIT #	PERMIT TYPE	MONTH	ISSUE DATE	PROPERTY OWNER	CONTRACTOR	ADDRESS	LOT/BLOCK	SUBDIVISION	PARCEL #	DESCRIPTION OF WORK	VALUE	PERMIT FEE
5180	EXCAVATION	Jan	1/11/2022	Jordan and Riley Hanson	Woodrock inc.	911 13th Ave. SW	Lot 4 Block 3	Tara Estates	82-64-04030	Sewer Repair w/in 15ft of back of curb 8' deep; remove blockage and patch hole	\$ 10,000.00	\$ 177.00
5181	COMMERCIAL BUILDING	Jan	1/24/2022	SUSO3 Watford Management	Darr Construction	113 6th Ave Se St.		South Park 1st Add	82-74-00500	Build out for Chiropractic Clinic	\$ 60,000.00	\$ 790.00
5182	RESIDENTIAL BUILDING	Jan	1/26/2022	LT Development Group	Mark Campbell	1221 9th St SE	Lot 15 of Block 3	Tara Estates	82-64-02150	1750 Sq ft home with 576 sq ft attached garage	\$ 152,000.00	\$ 3,478.00
5183	WATER/SEWER ACCESS	Jan	1/26/2022	LT Development Group	Mark Campbell	1221 9th St SE	Lot 15 of Block 3	Tara Estates	82-64-02150	1' water line 3/4' meter with SFH sewer connection	\$ -	\$ 3,132.53
5184	RESIDENTIAL BUILDING	Jan	1/26/2022	LT Development Group	Mark Campbell	1217 9th St SE	Lot 16 of Block 3	Tara Estates	82-64-02160	1750 Sq ft home with 576 sq ft attached garage	\$ 152,000.00	\$ 3,478.00
5185	WATER/SEWER ACCESS	Jan	1/26/2022	LT Development Group	Mark Campbell	1217 9th St SE	Lot 16 of Block 3	Tara Estates	82-64-02160	1' water line 3/4' meter with SFH sewer connection	\$ -	\$ 3,132.53
5186	EXCAVATION	Jan	1/27/2022	City of Watford City	BEK Consulting LLC	141 3rd ST. SW				WATER MAIN BREAK	\$ 5,000.00	\$ 107.00
5187	RESIDENTIAL BUILDING	February	2/9/2022	Marshall and Hannah Krebs	Self	117 7th Ave NE	Lot 4 Block 6	Veeder estates	82-75-05800	Finish Basement	\$ 12,000.00	\$ 205.00
5188	RESIDENTIAL BUILDING	February	2/14/2022	Paramount Builders Inc	Paramount Builders Inc	1504 Eagleview Ct.	Lot 19 Block 1	Fox Hills	83-25-11900	Insulate & sheet rock garage walls	\$ 1,500.00	
5189	EXCAVATION	February	2/14/2022	City of Watford City	BEK Consulting LLC	N Golf Course	NA	NA	NA	8" Gate Vault on Forcemain	\$ 24,000.00	\$ 373.00
5190	EXCAVATION	February	2/14/2022	City of Watford City	BEK Consulting LLC	300 E Park Ave	NA	NA	NA	Emergency Repair of Water Leak on East Park Ave Just South of Middle School	\$ 5,000.00	\$ 107.00
4911	RENEWAL	February	2/18/2022	KLT Enterprises LLC	Branch Construction Services LLC	1116 Tara Lane SW	Lot 49	Tara Estates		touch ups and final inspections	\$ -	\$ 20.00
4953	RENEWAL	February	2/18/2022	KLT Enterprises LLC	Branch Construction Services LLC	1124 Tara Lane SW	Lot 48	Tara Estates		touch ups and final inspections	\$ -	\$ 20.00
5019	RENEWAL	February	2/18/2022	KLT Enterprises LLC	Branch Construction Services LLC	1232 Tara Lane SW	Lot 41	Tara Estates		touch ups and final inspections	\$ -	\$ 20.00
5191	DEMOLITION	February	2/18/2022	James T Brooks	Self	418 6th St NE				tear down house & attached middle building on lot.	\$ -	\$ 25.00
5192	SIGN	February	2/23/2022	Blue Goose LLP	DRS Ennterprises LLC	217 M St	lot 8 block 6	Original Townsite of W.C	82-0109300	Stud Mounted Sign Installed on Front of Building	\$ -	\$ 100.00
5193	COMMERCIAL BUILDING	March	3/10/2022	Shane Mckinney	Same	1101 2nd Ave Se				replace front door, patch drywall, install new windows	\$ 2,000.00	\$ 49.00
5194	COMMERCIAL BUILDING	March	3/10/2022	James T Brooks	Faicon Construction	418 6th St NE	Lot 1 Block 2	Stevens Addtions		poor floor in N. Shop 30x40 thick edge, Raise door up replace garage door	\$ 9,000.00	\$ 163.00
5195	COMMERCIAL BUILDING	March	3/22/2022	Bakken Villiage LLC	Priority Plumbing	104 Prospect St Ste 107	Lot 9 block 1	The Crossings	82-23-03200	building additional walls to enclose office, conference room, and storage room	\$ 7,500.00	\$ 99.40
5196	RESIDENTIAL BUILDING	March	3/24/2022	Debre Kellog	Sanford Construction	1513 Meadow Lark Court				Building an interior basement walls add 2 bedrooms finish basement	\$ 30,000.00	\$ 220.00

Aero Spraying Service Inc.
1609 Aspen Loop
Williston ND 58801

AUTHORIZATION APPLICATION

I understand that Aero Spraying Service Inc. (Richard Marburger) is required to obtain the approval for aerial spraying over Watford City, ND by an authorized representative. Twenty-four hour public notice is a required by the method(s) of newspaper, radio, and television before spraying operations begin.

By powers granted to me, I hereby give my approval for the low flying aircraft waivers required by the FAA to Aero Spraying Service Inc (Richard Marburger).

Authorized Signature/Mayor of City

Title

Date

Expiration Date: 10-1-2022

ORDINANCE NO. 590**AN ORDINANCE ADDING ARTICLE IV TO CHAPTER VII OF THE CITY OF WATFORD CITY ORDINANCES RELATING TO WILDLIFE MANAGEMENT.****7-401. City Wildlife Management Program.**

The City of Watford City deems it necessary and appropriate to establish a Wildlife Management Program within its city limits. Through this program, the City may authorize persons to use an archery device for purposes of meeting the goals of the program. The City Council shall have authority to adopt such rules and regulations as are necessary to implement the Wildlife Management Program.

7-402. Definitions.

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

- A. "Archery device" shall mean any longbow or compound bow.
- B. "Crossbow" shall mean a device for discharging quarrels, bolts, or arrows, formed of a bow set cross-wise on a stock, usually drawn by means of a mechanism and discharged by the release of a trigger.
- C. "Enrolled and Approved Property" shall mean property for which the landowner has granted the City necessary permission to for it to be utilized in its Wildlife Management Program, and the City has accepted and added the property to a hunting zone in its Wildlife Management Program.
- D. "Projectile weapon" shall mean any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.
- E. "Under the influence" shall mean that condition as defined by state regulation applied to motor vehicle operation.

7-403. Designated season and areas for inclusion within Wildlife Management Program, number of permits, permit fee.

The City Council may annually, by resolution, designate a period of time during which persons may participate in the City's Wildlife Management Program. The City Council may also, by resolution designate specific areas within the city limits for inclusion within the program as well as designate the appropriate number of permits. The City Council shall also have authority to charge a fee for participating in the program which may be set annually by resolution.

7-404. Proficiency requirements for participants.

No person shall be allowed to participate in the Wildlife Management Program until he or she can present certification of having completed an archery proficiency course approved by the chief of police or his designee.

7-405. Properly Enrolled and Approved Property only.

- A. It shall be unlawful for any person to carry or discharge an archery device or crossbow while knowingly on the premises of another for purposes of this program unless that person is on Enrolled and Approved Property.
- B. Any person entering upon the property of another for purposes of this program shall be held responsible for their actions while on that person's property regardless of whether or not it is Enrolled and Approved Property.

7-406. Rules and regulations of participation.

- A. Eligibility for participation in the Wildlife Management Program is limited to persons eighteen years of age or older.
- B. Any person participating in the Wildlife Management Program shall:
 - 1. Pass an archery proficiency test and meet all requirements to be allowed to legally hunt in North Dakota;
 - 2. Apply for and obtain a city of Watford City permit to participate in the program and pay any related fee;
 - 3. Obtain a North Dakota Game and Fish Department special archery license and tag;
 - 4. Permanently mark all arrows in his or her possession with the participant's last name and City of Watford City permit number;
 - 5. Comply with any rules and regulations governing the Wildlife Management Program;
 - 6. Comply with all other applicable archery rules and regulations issued by the North Dakota Game and Fish Department; and
 - 7. Follow all North Dakota Game and Fish Department guidelines regarding field dressing and processing of the animal.
- C. Nothing in this article shall authorize the parking or standing of vehicles on private property without the consent of the property owner or the parking or standing of any vehicles in violation of these ordinances.

7-407. Specific actions prohibited.

- A. It shall be unlawful for any person to discharge any archery device or crossbow from across any street, sidewalk, road, highway, or playground.
- B. It shall be unlawful for any person to discharge an archery device or crossbow within one hundred (100) yards of any church, school, or playground.

- C. It shall be unlawful for any person to discharge any archery device or crossbow within fifty (50) yards of any dwelling, building, structure, or vehicle, unless the person has previously received express authority to discharge the archery device or crossbow within fifty (50) yards from the owner of the dwelling, building, structure, or vehicle.
- D. No arrow or other projectile authorized for use under this article may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the participant lawfully hunting.
- E. No arrow or other projectile may be discharged or projected at such an angle or distance as to land within fifty (50) feet of any street or public-right of way.
- F. No hunting is authorized on tracts of land under one (1) acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge restrictions.
- G. No person shall possess, consume, or be under the influence of alcohol or any other controlled substance while participating in activities authorized under this article.
- H. Any person participating in in activities authorized under this article shall either wear a head covering or an outer garment above the waistline of daylight fluorescent orange color conspicuously on the person.
- I. Wildlife drives or efforts to direct or push wildlife to certain locations as part of assisting participants shall be prohibited.

7-408. Wildlife retrieval.

- A. Participants shall make every reasonable effort to retrieve wildlife.
- B. Nothing in this article authorizes the act of trespass.
- C. It shall be the participant's responsibility to immediately notify any property owner, other than the specific property owner on whose property the participant is lawfully hunting, of the fact that an injured/dying/dead animal is located on his or her property.
- D. It shall be the participant's responsibility to obtain the permission of any property owner upon which an animal is located prior to engaging in a reasonable search and retrieval of the animal.
- E. In the event the participant cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an animal, the participant shall notify the North Dakota Game and Fish Department.

7-209. - Feeding of deer prohibited.

No person shall feed or allow the feeding of any deer within the city limits of the city of Watford City. For purposes of this section, feeding shall mean the provision of one-half cubic foot or more of grain, fruit, vegetables, nuts, hay, or other edible material, either on the ground or at a height of less than five feet above the ground, in a manner that

attracts deer on a regular basis. Living food sources such as fruit trees and other live vegetation shall not be considered as deer feeding. This prohibition shall not apply to veterinarians, city animal control officers, and park maintenance staff, or county, state or federal game officials who, in the course of their duties, have deer in their custody or under their management.

7-410. Penalty for violations.

Any person who violates any provision of this article, other than the unlawful carrying, possession, or discharge of a weapon as described in Article VI, Chapter IX, or who fails to follow any related rules or regulations, shall be charged with an infraction, punishable by a fine not to exceed \$500.00.

_____ moved the adoption of the foregoing Ordinance. The motion was seconded by _____. On roll call vote of the Council members, the following Council members voted "AYE": _____, and the following Council members voted "NAY": _____. Absent and not voting: _____.

WHEREUPON, the motion was passed and the Ordinance declared adopted this day of _____, 2022.

Mayor Philip K. Riely
City of Watford City

ATTEST:

Peni Peterson, City Auditor

First Reading:
Second Reading:
Published:

**City of Watford City Proclamation
2022 – 2023 Special Deer Management Program**

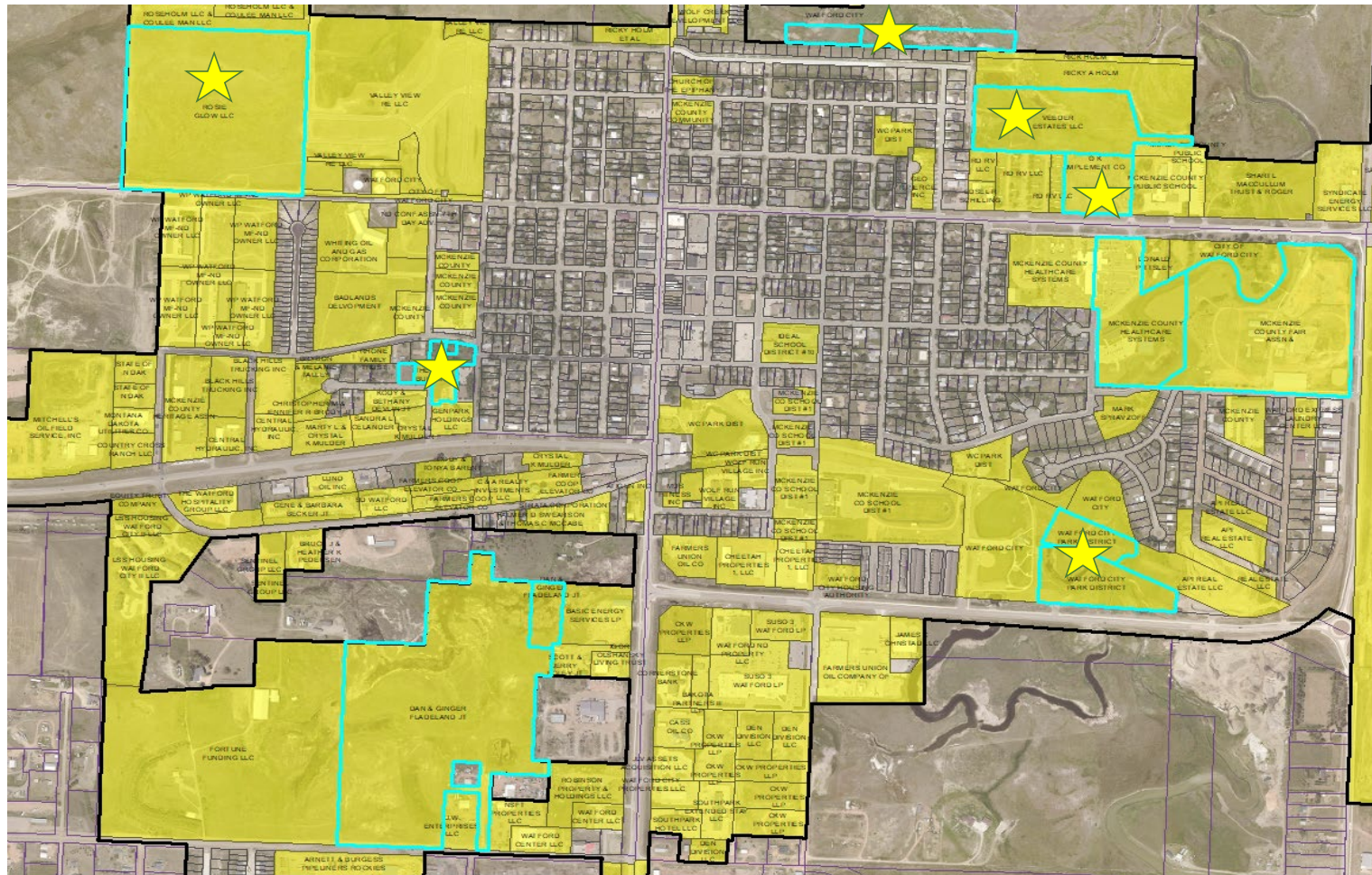
Additional special experimental deer bow seasons will be held in portions of the city of Watford City and adjacent areas, hereafter referred to as the Watford City Deer Management Zone, including privately owned land (Figure X). Hunters who desire to hunt within the described Watford City Deer Management Zone must receive a Watford City Deer Management Permit from the City of Watford City (701-444-2533).

A maximum of 50 any antlerless Special Deer Bow Season licenses (available from the Department's Bismarck office) will be issued for hunting in the city of Watford City and adjacent areas. Each Watford City Deer Management Permit holder may initially receive up to two Special Deer Bow Season licenses. Hunters must submit applications to the Department's Bismarck office along with a copy of their Watford City Deer Management Permit and \$30.00 for each license. Any remaining un-issued licenses after October 31, 2022, can be purchased by Watford City Deer Management Permit holders on a first come first served basis.

The season shall open at 12:00 (noon) Central Time, September 2, 2022, and close one-half (½) hour after sunset January 31, 2023. Specific details including areas open to hunting will be determined by the city of Watford City. Hunters must comply with all other applicable archery rules and regulations issued by the North Dakota Game and Fish Department.

	Phone #	3/30/2022	Prefer notification anytime a hunter is on property
MCHS (Pete)	842-3000	left message	
MCFA (Tim)	570-1340	on April agenda	
Ok Implement (Dave)	444-2539	Yes	X
Veeder Estates (Dave)	406-248-9157	Yes	
Rick Holm	651-7104	Yes, but likely not actually within city limits	
Rosie Glow (Diane)	503-708-1846	Yes	
Gray Building (Ross)	444-2211	Yes	
Fladelands (Dan)		Yes	
MC Parks???		Yes	

★ = approved



Roughrider Fund Committee meeting

March 31, 2022

Members present: Mary Gumke, Chelsea Bulzomi, and Carissa Suter Liebel

Members not present: Matt Beard, Sheldon Wahlstrom

Others present: Brianna Chaffee and Laura Dokken

Meeting called to order at 2:00pm by Committee Member Chelsea Bulzomi.

The March 1, 2022 meeting minutes were reviewed. Motion by Carissa Suter Liebel to approve the minutes. Second by Mary Gumke. Motion carried unanimously.

The financials were reviewed with Laura Dokken. Motion by Mary Gumke to approve the financials. Second by Carissa Suter Liebel. Motion carried unanimously.

The committee discussed the policies and procedures. They have some concern with the CBD Façade Incentive match program. With the City expanding, business may not be directly in the CB district. There is concern with the Flex Pace program and where it is grant oriented or if it is a loan.

Discussion about the Wolf Pup Daycare possibly coming to the Committee for some funds for their second daycare.

The committee brought up the empty lot on Main Street and the possibilities of it with the Community Build Grant Program.

The members present would like all members to be at their next meeting so they can further discuss the possibilities of the policies and procedures and the applications.

Next meeting is to be determined.

Meeting adjourned at 2:53 pm.

Brianna Chaffee, Assistant City Auditor/Finance

PERSONNEL COMMITTEE
Minutes

Devlin, Liebel, Sanford

March 28, 2022 – 9:00 a.m.

City Hall

Committee Members Attending: Bethany Devlin, Kenny Liebel, and Steve Sanford
Also Present: Jessica Kirchoffner, Curt Moen, and Peni Peterson

Committee met to review the Annual Performance Evaluation for City Administrator/City Planner Curt Moen. Curt joined the meeting at 9:30.

The city does not have a City Administrator job description, but committee would like to have one created and approved by city council. Once the job description has been approved, committee would like to meet with Curt again to review the new job description.

Ways, Means, Finance
March 29, 2022
2:00 p.m.
Liebel, Devlin, Brenna

Attendance: Leibel, Devlin,
Also: Moen, Dokken, and Peterson

Committee reviewed the March financials and will recommend the March GPT transfers totaling \$1,883,349.29, as presented.

Laura presented the 2023 budget schedule.

Laura gave an update and presented a quote of \$69,608 for the golf course monument sign. \$35,000 was budgeted for the sign. Committee recommends moving forward with the project but would like Laura to check for any additional cost savings to take advantage of and get a final number for the project as electrical work is not included in the quote. Grace and Curt will need to work with NDDOT regarding street and approach widening.

Laura provided information on the Regional Workforce Impact Program Grant. This grant could potentially be used for temporary daycare funding, it would not require city financing but could be a city initiative run through JDA and County.

Water, Sewer, Garbage
Brenna, Beard, Veeder
March 29, 2022 – 4:00 P.M.

Present: Beard and Brenna

Also Present: Grace Demars, Justin Smith, Jason Faller, Curt Moen, and Peni Peterson

Dumpsite at City Shop –

Justin and Jason presented information regarding relocating the current city dump site from the old landfill to an area located within the new city shop campus. The new location would allow for additional items to be dropped off such as: scrap metal, tires, batteries, oil along with yard waste and trees. Adding this service could add approximately \$510,000 to the cost of the new city shop.

Committee will recommend preserving space at the new site for future planning and developing a new dumpsite.

Preserve space at the new site for this. Plan and construct in the future and treat as an alternate

Include in a base, include as an alternation, or plan for future project so reserve space for future build.

Backflow Prevention Cross Connection Control

The North Dakota Statutes (North Dakota Administrative Code 33.1-17-01-19) require that water suppliers provide cross-connection control within their own water supply systems. Commercial and residential facilities are required to protect the potable water supply in accordance with the local jurisdictional plumbing code. If there is not a local code, the North Dakota Plumbing Code applies.

There are two types of Backflow Prevention and Cross Connection Control Programs.

Containment Program:

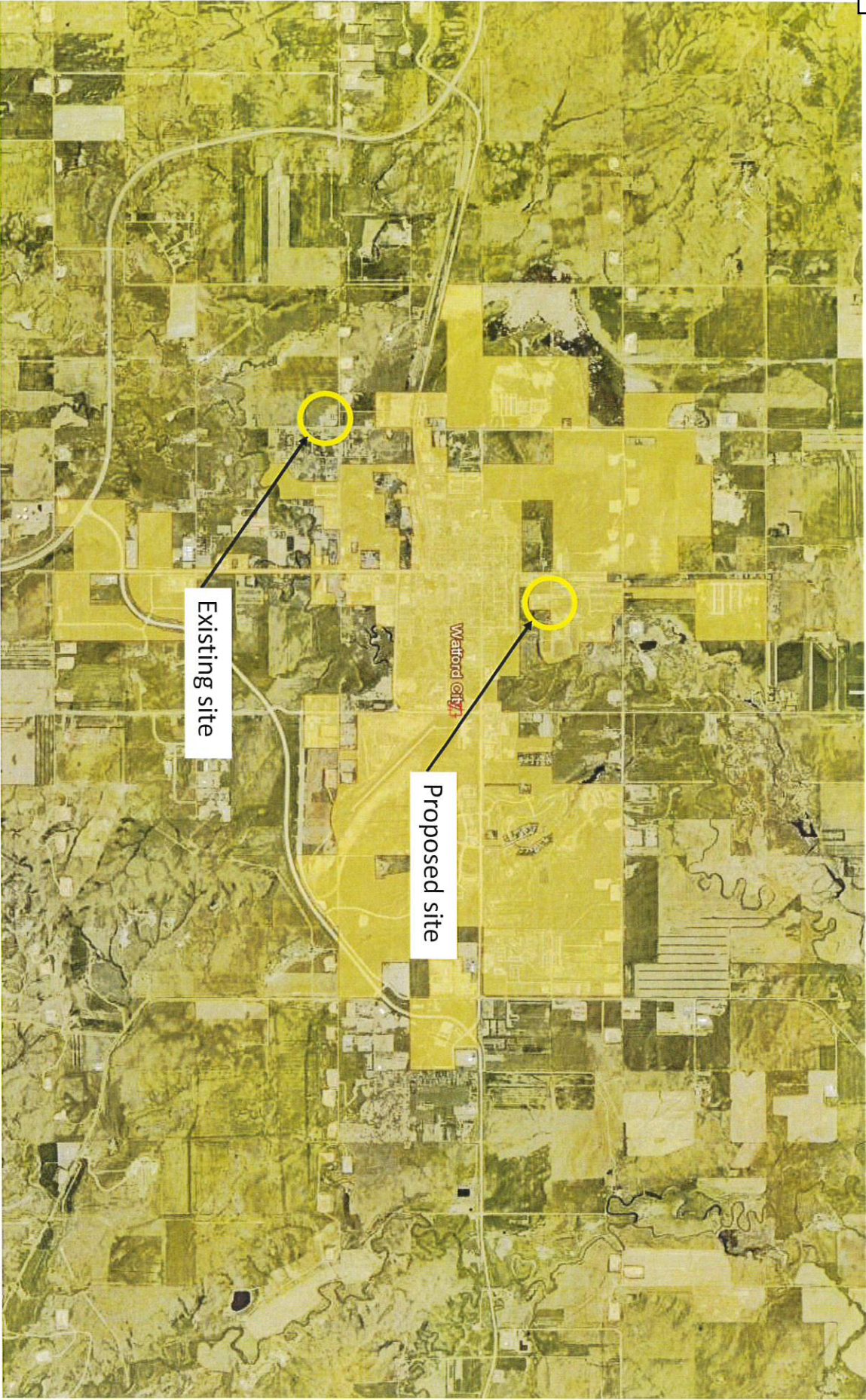
Under the Containment Backflow Prevention and Cross Connection Control Program, public water systems will be required to survey the system and identify all potential cross connections that occur within publicly owned buildings or property (city hall, fire station, etc.) and ensure all such hazards are protected by means of the proper backflow prevention device or assembly. This program is required.

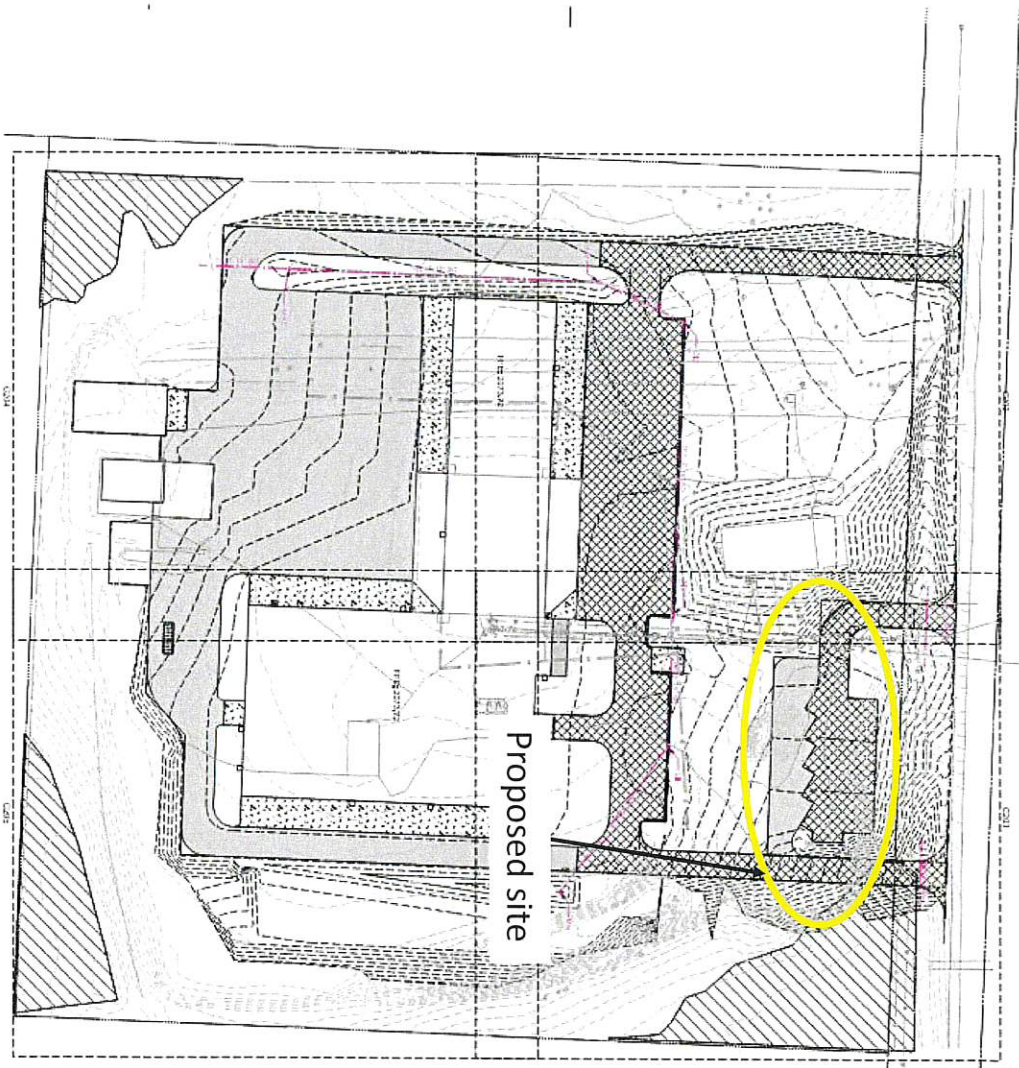
Comprehensive Program:

Under the Comprehensive Backflow Prevention and Cross Connection Control Program, public water systems will be required to survey the system and identify all potential cross connections (car washes, restaurants, apartment buildings, etc.) and ensure all such hazards are protected by means of the proper backflow prevention device or assembly. This program is voluntary.

The city will need to have a Backflow Prevention program and adopt a Backflow and Cross Connection Control ordinance and by April 1st, the city will need to submit Appendix A (Backflow Prevention and Cross Connection Control program outline) and Appendix D (Backflow Prevention and Cross Connection Control Annual Report) to the Department of Environmental Quality. At a minimum, every city will need to participate in the containment program, which requires a survey of the potential cross contamination points in public buildings. Cities can choose to participate in the comprehensive program which requires identification of potential cross connections

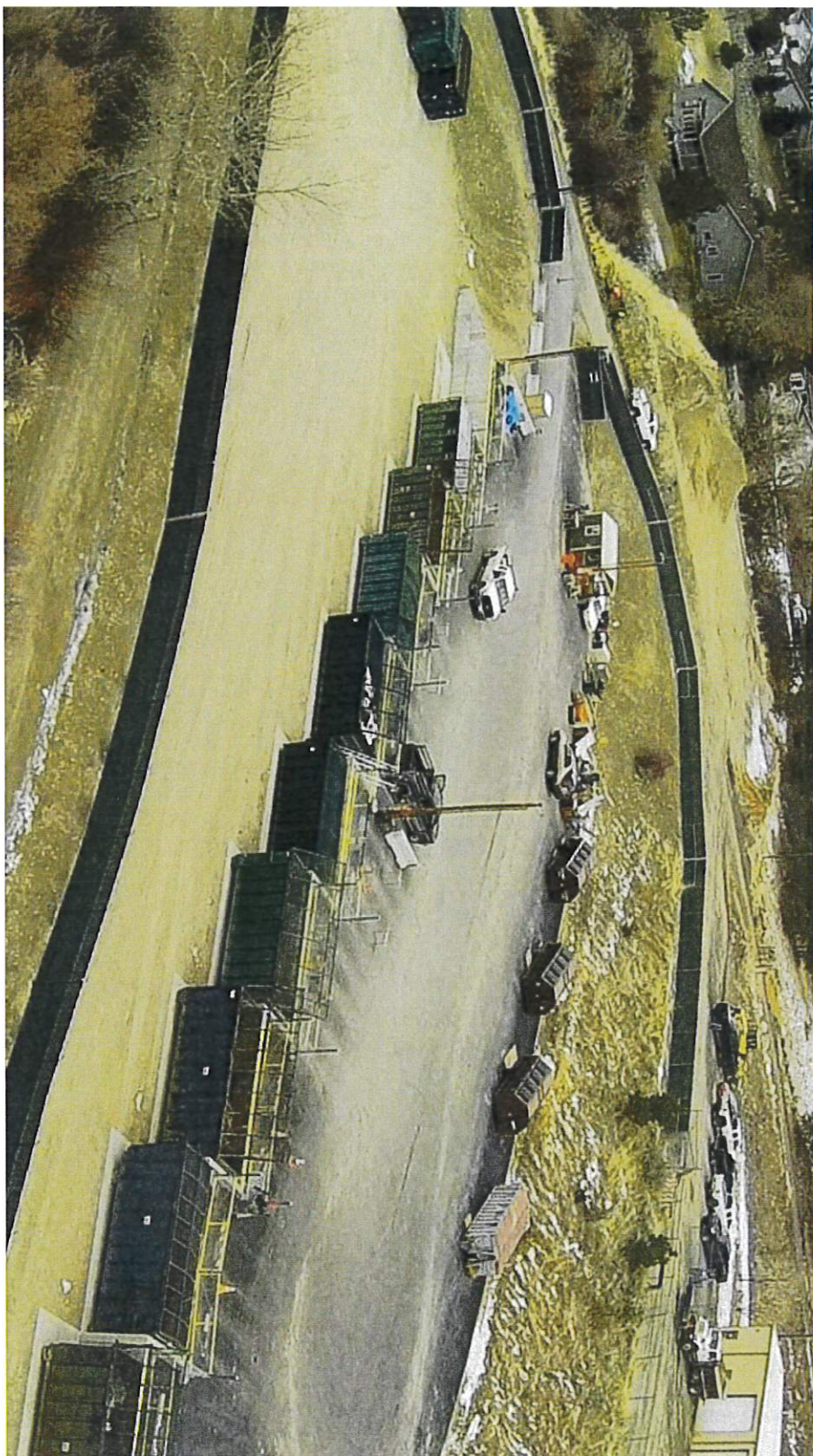
in non-residential buildings and requiring proper backflow devices be installed. The reason that a city may want to participate in the comprehensive program is because if a water break occurs and backflow occurs from a contamination source, a lot of expensive and time-consuming testing would need to occur before the city can use its water system again.



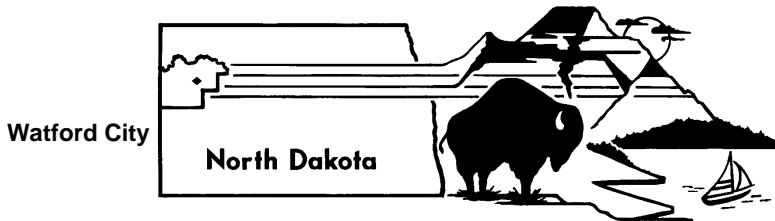




Jefferson County Montana



Costs to operate recycling facility	
Recycling services available from local suppliers - scrap metal, tires, batteries, oil	
Other materials potentially discarded at this location - yard waste, trees	
Cost to implement	
Could use Armstrong and Chamley for all services. Chamley will be close to break even. Armstrong	
Startup costs	
Rolloff truck	\$150 k
6 25 yd tubs	\$60 k
site construction	\$300 k
	\$510 k
Operation costs	
on site operator	\$40 k shared with other site duties
wood disposal	\$20 k
	\$60 k per year



City of Watford City
Laura Dokken, Finance Director
 213 2nd St. NE / PO Box 494
 Watford City, ND 58854
 Ph. 701-444-8418
 Fax 701-444-3004
www.cityofwatfordcity.com

Report to City Council April 2022

2022 Revenue v. Expenses to Date

All Funds

Revenue through 03.31.2022 \$22,302,029.66

Expenses through 03.31.2022 \$15,977,595.29

General Fund

Revenue through 03.31.2022 \$2,923,500.42

Expenses through 03.31.2022 \$2,869,010.33

Road Fund

Revenue through 03.31.2022 \$351,412.81

Expenses through 03.31.2022 \$251,657.31

Fox Hills Golf Course Fund

Revenue through 03.31.2022 \$117,630.63

Expenses through 03.31.2022 \$86,759.24

Water Fund

Revenue through 03.31.2022 \$298,989.23

Expenses through 03.31.2022 \$402,900.52

Sewer Fund

Revenue through 03.31.2022 \$503,150.55

Expenses through 03.31.2022 \$532,357.19

Garbage Fund

Revenue through 03.31.2022 \$241,784.49

Expenses through 03.31.2022 \$204,227.55

GPT Fund Transfers

RECOMMENDATION:

City Council Approval of the attached GPT fund transfers, posting to March 2022.

Golf Course Fund 2245

RECOMMENDATION

City Council Approval of the 2022 budget amendment, expense line 2245.430510.307 increase of \$10,800 for the golf course seasonal grounds crew (8 total people) housing expenses.

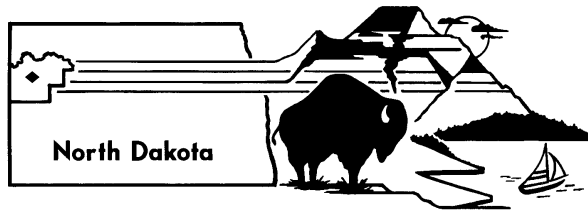
Increase of 1001.510000.810 to increase GPT transfer and increase 2245.383000 to increase the Golf Course Transfer In revenue.

MONTHLY JOURNAL ENTRIES
Posted to March 2022
JV 3580

GPT REVENUE	JANUARY AMOUNT	FEBRUARY	MARCH	APRIL	TOTALS	Budget/12	2022 Budget Total	Amendment 01.2022	Amended Total
Gross Production Tax	\$ 1,800,992.18	\$ 1,439,234.05	\$ 1,887,308.25		\$ 5,127,534.48	\$ 1,750,000	\$ 15,000,000.00	\$ 6,000,000.00	\$ 21,000,000.00
GPT TRANSFERS TO									
General Operating, 1000	\$ 456,250.00	\$ 456,250.00	\$ 445,000.00		\$ 1,357,500.00	\$ 456,250.00	\$ 5,475,000.00		\$ 5,475,000.00
GPT Surplus (Budget Stab), 1002	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		\$ 24,000.00	\$ 8,000.00	\$ 96,000.00		\$ 96,000.00
Road Fund, 2010	\$ 76,250.00	\$ 76,250.00	\$ 76,250.00		\$ 228,750.00	\$ 76,250.00	\$ 900,000.00	\$ 15,000.00	\$ 915,000.00
RRC Operating, 2240	\$ 96,375.00	\$ 96,375.00	\$ 91,875.00		\$ 284,625.00	\$ 96,375.00	\$ 919,000.00	\$ 237,500.00	\$ 1,156,500.00
Fox Hills Golf Course, 2245	\$ 32,791.67	\$ 32,791.67	\$ 32,791.67		\$ 98,375.01	\$ 32,791.67	\$ 386,000.00	\$ 7,500.00	\$ 393,500.00
Vehicle Replacement Fund, 2290	\$ 44,166.67	\$ 44,166.67	\$ 44,166.67		\$ 132,500.01	\$ 44,166.67	\$ 370,000.00	\$ 160,000.00	\$ 530,000.00
Vector & Weed, 2310	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00		\$ 18,750.00	\$ 6,250.00	\$ 75,000.00		\$ 75,000.00
G.O. Hwy Bonds, 3010	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		\$ 13,500.00	\$ 4,500.00	\$ 54,000.00		\$ 54,000.00
Oil & Gas Bonds, 3050	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00		\$ 31,875.00	\$ 10,625.00	\$ 127,500.00		\$ 127,500.00
RRC Bond, 3075	\$ 373,125.00	\$ 373,125.00	\$ 373,125.00		\$ 1,119,375.00	\$ 373,125.00	\$ 4,477,500.00		\$ 4,477,500.00
Capital Improvement, 4005	\$ 80,833.33				\$ 80,833.33	\$ 80,833.33	\$ 970,000.00		\$ 970,000.00
Public Works Facility, 4040	\$ 458,333.33	\$ 228,400.71	\$ 688,265.95		\$ 1,374,999.99	\$ 458,333.33		\$ 5,500,000.00	\$ 5,500,000.00
Golf Course Expansion, 4039	\$ 5,416.67	\$ 5,416.67	\$ 5,416.67		\$ 16,250.01	\$ 5,416.67		\$ 65,000.00	\$ 65,000.00
Sewer Bonds, 5020	\$ 97,083.33	\$ 97,083.33	\$ 97,083.33		\$ 291,249.99	\$ 97,083.33	\$ 1,150,000.00	\$ 15,000.00	\$ 1,165,000.00
TOTAL	\$ 1,750,000.00	\$ 1,439,234.05	\$ 1,883,349.29	\$ -	\$ 5,072,583.34	\$ 1,750,000.00	\$ 15,000,000.00	\$ 6,000,000.00	\$ 21,000,000.00
Prior month GPT Fund 1001 Balance	\$ 4,901,328.27	\$ 4,952,320.45	\$ 4,952,320.45						
Plus GPT received	\$ 1,800,992.18	\$ 1,439,234.05	\$ 1,887,308.25	\$ -					
Less transfers out	\$ (1,750,000.00)	\$ (1,439,234.05)	\$ (1,883,349.29)	\$ -					
Ending GPT Fund 1001 balance	\$ 4,952,320.45	\$ 4,952,320.45	\$ 4,956,279.41	\$ -					

OTHER MONTHLY CASH TRANSFERS		
MOVE FROM:	MOVE TO:	AMOUNT
		\$ -

BUDGET AMENDMENT RECOMMENDATIONS	
INCREASE/DECREASE	AMOUNT
	\$ -



City of Watford City

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Report to City Council

April 4th, 2022

City Engineer – Grace Demars, PE

Maintenance and Nonencroachment Agreement for 2022 Chip Seal Project (SC-2700(052)) – NDDOT

McKenzie County (County) has elected to utilize federal funding for their portion of the 2022 Chip Seal Project. Due to the County utilizing federal funding on the federal aid route CMC2737, also known as County Road 36 and 12th Street NE, and the road entering City Limits, the NDDOT has requested the City enter a Maintenance and Nonencroachment Agreement for this project. The Agreement is to protect the right of way of the federal aid route regarding speed, parking, signage, utilities, etc. Should the City not enter the Agreement, the County would not be able to receive the requested federal funding.

Recommend:

The City Council approve and allow the Mayor to sign the Maintenance and Nonencroachment Agreement for Project No. SC-2700(052) with the North Dakota Department of Transportation.

Attachments:

Maintenance and Nonencroachment Agreement

North Loop Construction Agreement – MCWRD and WAWSA

McKenzie County Water Resource District (MCWRD) is proposing to connect to the City's water main at the intersection of 14th Street NW and 17th Avenue NW and install a MCWRD water main from that point to the intersection of 2nd Street NE and 30th Avenue NE. This water main will allow MCWRD to supply water to County residents north of the ETA along County Road 36. MCWRD has agreed to convert an existing water meter vault near the intersection of 2nd Street NE and 30th Avenue NE to an "Emergency Connection" for the City to provide up to 300 gpm as an emergency redundancy source for the City's system.

MCWRD has a state grant through WAWSA that is a 75% grant, 25% cost share for the project. The City will be responsible for reimbursing MCWRD for the 25% of costs plus any ineligible costs for the conversion of the meter vault. The anticipated cost to the City is \$21,111 and was included in the budget request made for CIP projects in February.

Recommend:

The City Council approve and allow the Mayor to sign the North Loop Construction Agreement between McKenzie County Water Resource District, the City of Watford City, and Western Area Water Supply Authority contingent on final approval of the City Attorney.

Attachments:

North Loop Construction Agreement

Permit Inspection & On-Call Testing Services Task Order WC22-02 – Brosz Engineering

The Engineering Department performs inspections for Excavation, Water and Sewer Access, Construct and Repair Permits, and Public Works projects that take place within the City's right-of-way. Although the Engineering Department recently added an Engineer Technician that will help cover many of these inspection needs, there may be times when additional outside resources are needed, especially regarding upcoming Public Works projects. A Task Order for Permit Inspections & On-Call Testing Services with Brosz Engineering has been prepared and is presented, similar to last year, to allow for outside resources to assist with inspections and testing as needed. Invoices will come out of the 414200-351, Professional Services, budget line item.

Recommend:

The City Council approve and allow the Mayor to sign the Task Order with Brosz Engineering for Permit Inspection and On-Call Testing Services for \$30,000.00, to be billed on an hourly basis.

Attachments:

Task Order WC22-02

Hunter's Run Punch List Cost Estimate Task Order WC22-03 – Brosz Engineering

Hunter's Run has had an outstanding punch list for the "Phase I" of the project since the time of original construction. Many items have been identified as needing to be fixed and/or evaluated. To understand the costs associated with the fixes, a detailed review of the punch list and existing site conditions is needed. A Task Order for Hunter's Run Punch List Cost Estimate with Brosz Engineering has been prepared and is presented for this work. The outcome will be a detailed, construction estimate for the Phase I Punch List at Hunter's Run. Invoices will come out of the 414200-351, Professional Services, budget line item.

Recommend:

The City Council approve and allow the Mayor to sign the Task Order with Brosz Engineering for the Hunter's Run Punch List Cost Estimate for the hourly no to exceed amount of \$10,000.00.

Attachments:

Task Order WC22-03

2022 Development Agreement and Subdivision Improvement, Maintenance, and Warranty Agreement Templates

The Planning Department and the Engineering Department have been working on updating the Development Agreement (DA) and Subdivision Improvement, Maintenance, and Warranty Agreement (SI&A) templates to ensure consistency and transparency with future developments.

A few of the changes made to the DA template include:

- Adding language to allow the Agreement to be enforced even after expiration.
- Updating the language under Section 4.3, Maintenance of Public and Common Areas, to align acceptance of infrastructure with the SI&A.
- Aligning zone changes for a master planned development with current practices.
- Clarifying Open Space, Community Facilities, and Improvement Works in Section 6, Infrastructure Obligations.
- Updating Section 8, Unit Fees, to align with the newly adopted Residential Building Permit Fee Schedule.
- Updating the Duration of the Agreement in Section 10.

A few of the changes made to the SI&A template include:

- Updating Section 1.a to reflect updated Subdivision Regulations Ordinance.
- Updating Section 1.f to require all Federal, State, and County permits be submitted to the City prior to construction.
- Adding requirements for the Developer to provide the City with digital as-builts of Improvement Works in Section 1.e.
- Clarifying Developer and City responsibilities for utility locating prior to City's acceptance of the infrastructure to Section 4.
- Clarifying Developer's maintenance responsibilities in Section 6.
- Adding sections for continuing enforceability, waivers, amendment procedures, and authority to sign agreement.

Recommend:

The City Council adopt the updated Developer Agreement and Subdivision Improvement, Maintenance, and Warranty Agreement templates and begin utilizing them.

Attachments:

Developer Agreement Template

Subdivision Improvement, Maintenance, and Warranty Agreement Template

Strategic Governance and Finance Study – North Dakota State Water Commission

The State Water Commission hired AE₂S Nexus in 2021 to complete a governance study of four regional water systems. The systems included were the Southwest Pipeline Project, the Northwest Area Water Supply Project, the Western Area Water Supply Project, and the Red River Valley Water Supply project. The primary objective of the study was to perform a comparative analysis of alternative frameworks for the governance and finance of regional water systems for current and future systems. It is anticipated that a presentation of the study will be provided to the McKenzie County Board of Commissioners and the City Council in the near future.

WaterSMART Grant Application Development Task Order No. 3 – Burian & Associates LLC

The City would like to pursue the WaterSMART Grant through the Bureau of Reclamation to secure grant dollars to fund a portion of the City's planned water meter upgrade project. The Burian & Associates team has experience in applying for this specific type of grant and has prepared the WaterSMART Grant Application Development Task Order No. 3 to assist the City in developing the necessary documentation for the grant application. Invoices will come out of the 414200-351, Professional Services, budget line item.

Recommend:

The City Council approve and allow the Mayor to sign the WaterSMART Grant Application Development Task Order No. 3 with Burian & Associates in the hourly not to exceed amount of \$14,935.00.

Attachments:

Task Order No. 3

Watford City Main Street North Bid Tabulation (MCK-27MAIN(001)) – McKenzie County

Bids were opened on March 31st, 2022 for the Main Street North Project. The apparent low bid received was from Mayo Construction for \$9,527,455.11. The County anticipates awarding the project at their April 5th, 2022 meeting. The City's cost share for the project came in at \$437,018.00 for sanitary sewer main replacement and utility relocations.

MEMO TO: Jennifer Turnbow
Deputy Director for Planning

FROM: Susie, Sara B.
Local Government Division

DATE: 3/8/2022

SUBJECT: Maintenance and Nonencroachment Agreement for Project No.
SC-2700(052) PCN 23531 - McKenzie County.

The purpose of this contract is to establish maintenance and non-encroachment responsibilities for the portion of the project that is located with the corporate boundaries of city of Watford City.

Contract # 38220372

38/sbs

Contract routing:
Sara Susie -Contract Owner
Bryon Fuchs – Contract Review
Paul Benning
Shannon Sauer
City Auditor
Mayor
Clint Morgenstern
Jennifer Turnbow

**North Dakota Department of Transportation
MAINTENANCE AND NONENCROACHMENT AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin.

NDDOT Program Mgr: Fuchs, Bryon L.

Telephone: (701) 328-2516

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. SC-2700(052)**County MCKENZIE****Location: COUNTYWIDE**

The state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, on behalf of McKenzie County, North Dakota, has requested federal aid participation in the improvement on a street and County Federal Aid Secondary Project passing through the city of Watford City, hereinafter referred to as the City. A portion of the project described as follows is located within the corporate limits of the City.

On CMC 2737 from Sta. 142+55 A point approximately 95' north of the SW corner of Sec. 17, Twp. 150 N., Rge. 98 W., north along CMC 2737 to Sta. 156+11, A point approximately 1356' north of the SW corner of Sec. 17, Twp. 150 N., Rge. 98 W.

NDDOT and the City hereby agree that:

1. NDDOT will take all steps necessary toward securing the cooperation of the United States government through the Federal Highway Administration (FHWA) in order to obtain federal funds for the project construction to the extent provided in Title 23 in the United States Code as amended and supplemented.
2. All signs and traffic control devices and other protective structures erected on or in connection with the project, including those that are installed at the sole cost of the City, will be installed in conformity with the *Manual on Uniform Traffic Control Devices for Streets and Highways* with its subsequent supplements or revisions.
3. The City hereby approves the section, grade, alignment, and other construction details as shown on the project plans.
4. The City will not designate a speed limit of less than 25 mph within the project, unless approved by NDDOT.
5. The City will maintain the right of way inviolate for public highway purposes and will maintain the right of way free of any public or private installations, facilities, or encroachments, except those approved by law. Such installations, facilities, or encroachments shall be removed by the city when requested by NDDOT or FHWA.



6. The City will prohibit double and diagonal parking and it will control parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT or FHWA, or their authorized representatives.
7. The City will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support or nuisance.
8. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.
9. The City will enact such ordinances as are necessary to properly enforce any of the above provisions. Any future changes in this agreement or control measures require prior approval of NDDOT and/or FHWA.
10. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
11. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.



12. The City is advised that its signature on this contract or agreement, certifies that the City or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

EXECUTED the date last below signed.

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

City of Watford City

MAYOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Paul Benning
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)
DocuSigned by:
Paul Benning
SIGNATURE
A411F817506247A...
3/8/2022
DATE

DS
BF

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

DS
SS

CLA 17048 (Div. 38)
L.D. Approved 7-17-89, 8-15



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix**Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:****Parties:** **State** – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 11-19



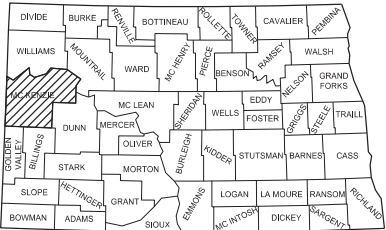
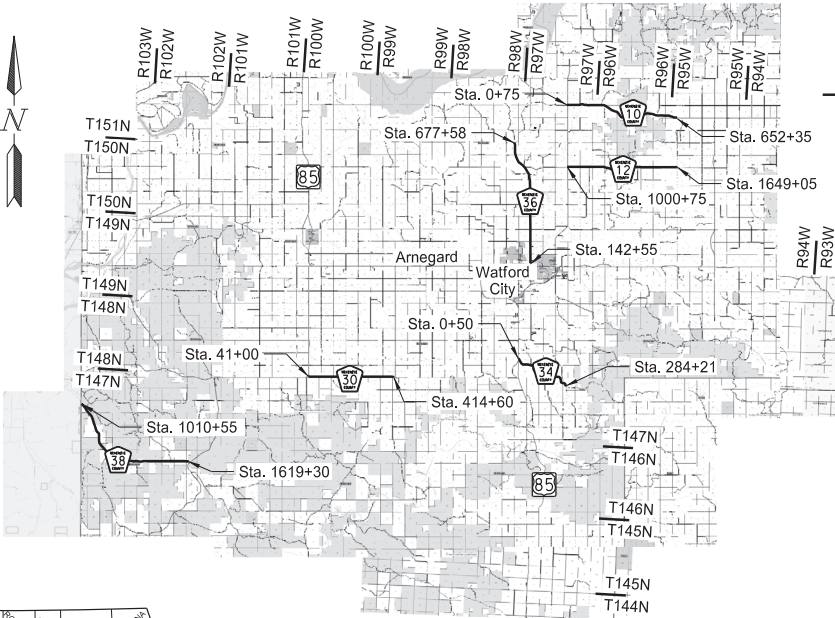
Design Data			
Traffic	Average Daily		
CR 10			
Current 2020	Pass: 950	Trucks: 410	Total: 1,360
CR 12			
Current 2020	Pass: 700	Trucks: 255	Total: 955
CR 30			
Current 2020	Pass: 285	Trucks: 75	Total: 360
CR 34			
Current 2017	Pass: 320	Trucks: 120	Total: 440
CR 36			
Current 2020	Pass: 1,245	Trucks: 135	Total: 1,380
CR 38			
Current 2020	Pass: 270	Trucks:	Total: 270

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SC-2700(052)
McKenzie County
CR 10, CR 12, CR 30, CR 34, CR 36, CR 38
Watford City & Arnegard
Chip Seal

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	1/1/2022
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
CR 10	12,341 miles	12,341 miles
CR 12	11,952 miles	11,952 miles
CR 30	7,076 miles	7,076 miles
CR 34	5,373 miles	5,373 miles
CR 36	10,133 miles	10,133 miles
CR 38	11,529 miles	11,529 miles
Watford City	22,090 miles	22,090 miles
Arnegard	1,740 miles	1,740 miles
Total	82,234 miles	82,234 miles



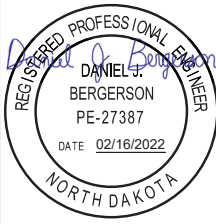
STATE COUNTY MAP

DESIGNER Raphael Schill, EI
DESIGNER Ryan Kleppinger
DESIGNER Michelle Pasko



I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of ND.
Daniel J. Bergerson
HDR Engineering, Inc. 02/16/2022
Approved Date

HDR ENGINEERING INC.



**NORTH LOOP CONSTRUCTION AGREEMENT
BETWEEN MCKENZIE COUNTY WATER RESOURCE DISTRICT,
THE CITY OF WATFORD CITY AND
WESTERN AREA WATER SUPPLY AUTHORITY**

This is an infrastructure agreement (Agreement) dated March __, 2022 between McKenzie County Water Resource District (District), the City of Watford City (City), and Western Area Water Supply Authority (WAWSA) intended to address the planning, construction, financing and ownership of the “North Loop” water line to be constructed by the District during 2022 (“Project”).

Recitals

1. The City owns, operates and maintains water mains within its jurisdictional boundaries. The City originally sought state grant funding to add a water line on the north end of the City. With the State’s permission, granted by email from Jeffrey Mattern on March 27, 2020, the route was altered and the Project was restructured as a joint effort between the City and the District, adding additional infrastructure to the Project, now known as the “North Loop” Project. See the alignment on Exhibit A. The financing of the Project was later further altered, whereby Western Area Water Supply Authority (WAWSA) received grant approval from the State of North Dakota Department of Water Resources in the amount of up to \$3,272,625 for 75% reimbursement of eligible costs of this Project, with the District funding the remaining 25% plus any ineligible expenses. Under the terms of this Agreement, the District will construct the Project, subject to reimbursement by WAWSA of the State grant, representing a 75% cost-share, and subject to reimbursement by the City as identified herein.

2. The District is the primary water service provider for water users outside the current City boundaries. The District desires to deliver water to its rural customers (District Residents) outside of the current City limits through the North Loop Project. The District will use water transported from a current District transmission line, through City infrastructure within City boundaries, with potential future hookups from the North Loop water line to extend service outside the City boundaries and into the District’s service territory. The City agrees that, notwithstanding any termination of this Agreement, the District may use the City’s existing and any newly constructed infrastructure to provide the rural water service contemplated under this Agreement.

3. The District is and has been responsible for all design, competitive bidding processes, construction, operation and maintenance of the North Loop Project. The Project will be built to meet the District’s standards.

4. The parties enter into this Agreement in order to facilitate economical, efficient and orderly development of water infrastructure and cooperative water delivery. The parties agree that expansion of this water infrastructure is beneficial to growth of McKenzie County and the City.

5. The parties desire to set out, through this Agreement, the ownership, cost, construction, design and maintenance responsibilities of the parties.

Commented [WV1]: Is this saying that the city will have customers outside of city limits

Commented [JS2R1]: No

Commented [TLN3R1]: The sentence references that the District will use this water for District water service to its customers within its own territory, but notes that the transmission line at some point runs through the city boundary.

Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

1. Project Location: The North Loop Project will connect to existing infrastructure on 14th Street Northwest and 17th Avenue NW, where it runs north to the intersection of 30th Avenue NW~~orth~~ (this north-south stretch is referred to herein as 14th Street Segment), whereafter it will turn east and follow 30th Avenue ~~North~~ for two miles (referred to herein as 30th Avenue Segment) until it reaches ~~Main Avenue Street~~ 2nd Street NE and connects with existing City Infrastructure at that intersection.

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2. Design, construction and maintenance of the Project: The District has been and will continue to be responsible for design, competitive bidding, construction, operation and maintenance of the Project. The design work has been provided by the District's engineering consultant and the bid has been awarded. Construction will commence upon full execution of this Agreement for funding the Project.

3. Funding for Project: Funding for the Project will be provided by the District, subject to reimbursement of 75% of the eligible reimbursable costs by WAWSA from a state grant, with the District paying the remaining 25% of costs plus any ineligible costs, except as otherwise identified herein. The City will reimburse the District for 25% of the cost of conversion of an existing meter vault on 30th ~~Street-Avenue~~ NE, between the end of North Main and 2nd Street NE, where the vault will be converted to an "Emergency Connection" to provide up to 300 GPM at this location as an emergency redundancy source for the City's system as needed. This conversion is estimated to require a City contribution of \$21,111.

3. Enforcing Contracts. District will require standard performance bonds from contractor and will enforce the terms of the construction contract, plans and specifications and warranties.

4. Right of Way Acquisition: All right of way will be taken in the name of the District. To the extent the City currently has utility corridors identified on plats or otherwise holds easements for water pipelines, the City hereby grants the District the ability to locate District infrastructure within the City's right of way at no cost with prior notice to the City so long as the District agrees to move the water line if necessary -in the future for road expansion or other development approved by the City and provides the City with an as-built survey of the infrastructure.

5. Taps and Metering: The District is allowed to use City Infrastructure, free of charge and at ~~its own~~ the District's cost, to transport water through the City and to Connection Points for delivery into the District's service territory. A new meter vault will be added at 14th Street NW and there will be a conversion of the existing meter at ~~on~~ 32nd Street NE near ~~Main Avenue Street~~ 30th Avenue NE. The parties agree that the District may use the City infrastructure and water mains (City Infrastructure) in order to transmit water from the District's main transmission line, through the City, to new District hookups on the City Infrastructure (Connection Points) for further distribution to District Residents. This right to use City infrastructure provides consideration for the Agreement and will continue beyond any termination of this Agreement. The determination as to whether the

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connections are being made to City Residents or District Residents will be made based upon the status of the resident at the time the connection is made and depends on whether the District has state or federal franchise protection at the time service is requested.

6. **Cost of Connections and Pressure Relieving Valves:** The District will pay the cost of the connections, meter pit, meter and pressure relief valves, to the extent needed at the Connection Point to the City's existing infrastructure on 14th Street. The City will reimburse the District for the local 25% cost share for the conversion required at the meter pit at 30th Avenue North, expected to be approximately \$21,111. The cost of future connections to City Infrastructure for District water supply will be negotiated in a future agreement between the parties as the need arises.

Commented [WV4]: Is this a connection fee or the price share with a contractor

7. **Term:** This Agreement terminates in 99 years, subject to renegotiation and renewal at that time. Notwithstanding the termination of this Agreement, the District will be allowed to continue to use the City's new and existing distribution pipelines referenced in this Agreement so long as the District provides water service to customers through the City's pipelines.

Commented [JS5R4]: Price Share with Contractor for cost to reconfigure existing meter vault

Commented [WV6]: This needs to be limited to lines that are directly impacted by this agreement

8. **Reserved Capacity:** The City agrees to reserve sufficient capacity in its distribution lines to deliver a minimum of 750 GPM at the Connection Point on 14th Street. Of said capacity the District agrees to reserve 300 GPM at 30th Avenue NE North for the City's use.

Commented [WV7]: Is less than half of the reserved capacity reasonable?

9. **Risk of Loss:** Each party shall bear the risk of loss to its own infrastructure.

Commented [DG8R7]: Yes.

10. **Insurance:** Each party shall keep in full force and effect at its own cost: (i) a policy of public liability insurance with respect to the infrastructure and the business operated by the party, in which the limits of public liability for bodily injury and property damage shall not be less than \$1,000,000 per and (ii) automobile liability, including owned, hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

Commented [TLN9]: Please review all 30th Ave North, NE and NW references to verify all address references are correct.

11. **Failure of Performance:** The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement and shall in no way affect the full right to require such performance from the other party at any time thereafter.

12. **Ambiguity:** No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF WATFORD CITY

Dated: March __, 2022

By: _____
Philip Riely, Mayor

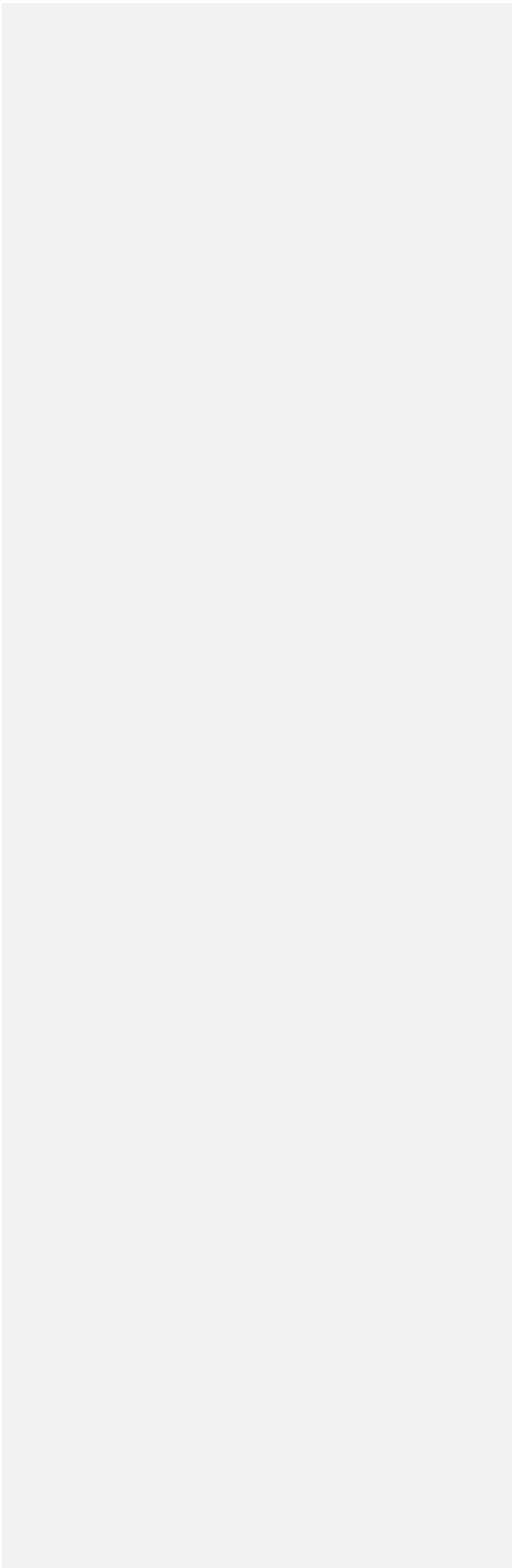
DRAFT

MCKENZIE COUNTY WATER RESOURCE DISTRICT

Dated: March ___, 2022

By: _____
Larry Novak, Chairman

DRAFT



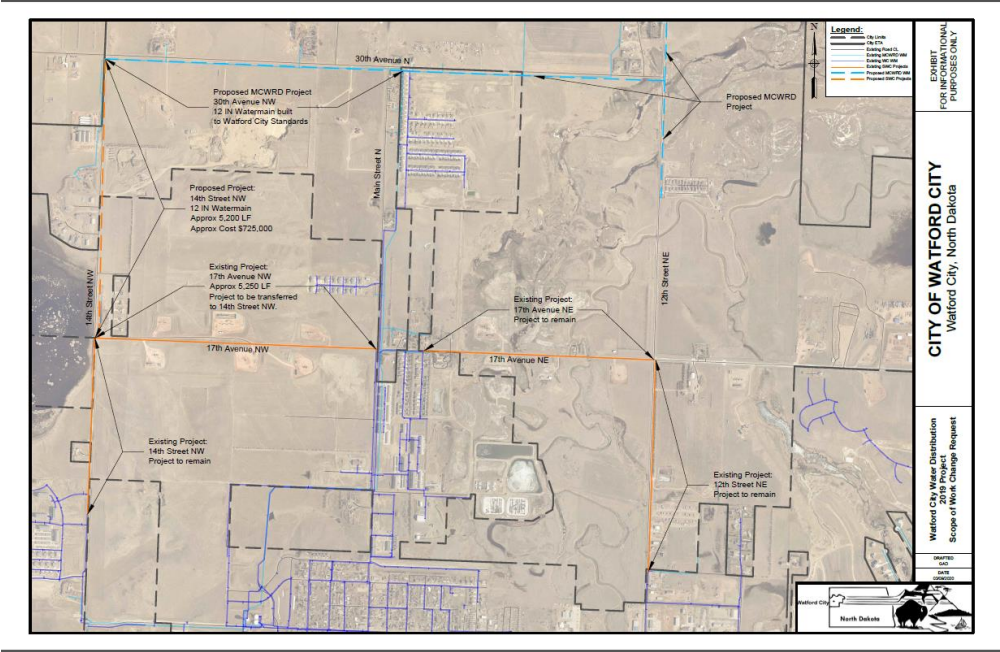
WESTERN AREA WATER SUPPLY AUTHORITY

Dated: March ____, 2022

By: _____
Chris Brostuen, Board Chairman

DRAFT

Exhibit A
Proposed Project



This is Task Order
No. WC 22-02, consisting of 3
pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated July 6, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Task Order Information

- A. Owner: City of Watford City.
- B. Engineer: Brosz Engineering.
- C. Task Order Title: Watford City Permit Inspection & On-Call Testing Services .

2. Scope of Services

- A. The scope of services to be provided or furnished by Engineer under this Task Order are:
 - 1. **Itemized list of Scope of Services.**
 - a. "On-call" inspection & construction management services on an as-needed basis to supplement Watford City's Engineering staff for the following permit types:
 - 1) Excavation
 - 2) Water & Sewer Access
 - 3) Construct & Repair
 - b. Engineer will complete, if necessary, the applicable documentation to fulfill the City's requirements, including, but not limited to, signing the permit card, completing a permit diary, construction photos, and submitting records of the inspections. Brosz Engineering will also attend pre and post construction meetings if necessary.
 - c. Inspection documentation, along with corresponding invoices for services, will be submitted to the City during the last week of each month.
 - d. Engineer will not be approving permits or performing GPS survey shots for Excavation and/or Water & Sewer Access permits; City will assume that responsibility unless otherwise requested.
 - e. Inspection services will be provided on an on-call, hourly basis with hourly rates as listed on the attached 2022 Hourly Rate Sheet.

3. Owner's Responsibilities

The Owner shall be responsible for the follow items:

- A. City will provide Engineer with at least 48-hours' notice for requested inspections and testing services.
- B. City will provide Engineer will completed permit applications from contractor and applicable permit numbers at time of request of services. Permit applications will provide guidance on required standards and specifications to complete the work.

4. Schedule

Engineer will provide services on an "on-call" basis throughout the year.

5. Basis of Compensation

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
 - 1. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class as set forth in the attached "2022 Hourly Rate Sheet". The total fee for this Task Order will not exceed \$30,000.00, plus any applicable taxes for services rendered, unless there is a changed in the scope of services and we receive an amendment to the Task Order to exceed this amount signed by the Owner.
 - 2. Engineer's Standard Hourly Rates are attached to this Task Order as an attachment.
 - 3. The amounts billed for Engineer's services will be based upon cumulative hours charged to the Project during the billing period but will not exceed the above stated amount.

6. Attachments:

- A. Attachment 1 – 2022 Hourly Rate Sheet

7. Terms and Conditions

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

The Effective Date of this Task Order is _____.

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: Brady Bertram, PE

Title: _____

Title: Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Nathan Berens, PE

Title: _____

Title: Project Engineer

Address: _____

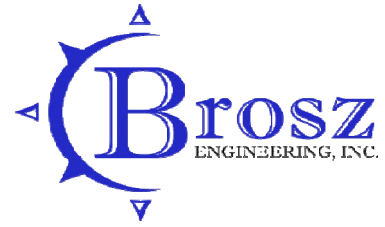
Address: PO Box 551, Watford City, ND

E-Mail
Address: _____

E-Mail
Address: nathanb@brozengineering.com

Phone: _____

Phone: 701-842-3526



ENGINEERING & SURVEYING SERVICES 2022 HOURLY RATE SHEET

SENIOR PRINCIPAL	\$185.00
SENIOR ENGINEER I	\$180.00
SENIOR ENGINEER II	\$170.00
ENGINEER I	\$155.00
ENGINEER II	\$140.00
ENGINEER III	\$130.00
ENGINEER IV	\$120.00
LANDSCAPE ARCHITECT	\$125.00
SENIOR ENGR. TECH. I	\$140.00
SENIOR ENGR. TECH. II	\$130.00
ENGINEER TECH. I	\$120.00
ENGINEER TECH. II	\$110.00
ENGINEER TECH. III	\$100.00
ENGINEER TECH IV	\$75.00
SURVEY PRINCIPAL (Field)	\$180.00
SURVEY PRINCIPAL (Computations)	\$165.00
SURVEY MANAGER (Field)	\$170.00
SURVEY MANAGER (Computations)	\$155.00
REG. LAND SURVEYOR (Field)	\$150.00
REG. LAND SURVEYOR (Computations)	\$135.00
SURVEYOR I (Field)	\$125.00
SURVEYOR I (Computations)	\$100.00
SURVEY ASSISTANT	\$90.00
DRONE SURVEY	\$275.00
GIS COORDINATOR	\$100.00

The above rates include all labor, mileage, per diem and normal supplies. For field work, chargeable time is applied from the time we leave our office location until we return. The rates are subject to review on an annual basis.

TASK ORDER

Section 20, Item E.

This is Task Order
No. WC 22-03, consisting of 2
pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated July 6, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Task Order Information

- A. Owner: City of Watford City.
- B. Engineer: Brosz Engineering.
- C. Task Order Title: Hunter's Run Punch List Cost Estimate .

2. Scope of Services

- A. The scope of services to be provided or furnished by Engineer under this Task Order are:
 - 1. **Itemized list of Scope of Services.**
 - a. Provide a detailed, construction cost estimate for the attached punch list for Hunter's Run Phase 1.

3. Owner's Responsibilities

The Owner shall be responsible for the follow items:

- A. Coordinate with Engineer on various items on punch list to determine extents and scope of required remediation.

4. Schedule

Engineer will complete this project by April 29th, 2022.

5. Basis of Compensation

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
 - 1. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class as set forth in the attached "2022 Hourly Rate Sheet". The total fee for this Task Order will not exceed \$10,000.00, plus any applicable taxes for services rendered, unless there is a changed in the scope of services and we receive an amendment to the Task Order to exceed this amount signed by the Owner.
 - 2. Engineer's Standard Hourly Rates are attached to this Task Order as an attachment.

3. The amounts billed for Engineer's services will be based upon cumulative hours charged to the Project during the billing period but will not exceed the above stated amount.

6. Attachments:

- A. Attachment 1 – 2022 Hourly Rate Sheet
- B. Attachment 2 - Hunter's Run Phase 1 Punch List

7. Terms and Conditions

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

The Effective Date of this Task Order is _____.

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: Brady Bertram, PE

Title: _____

Title: Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Brady Bertram, PE

Title: _____

Title: Area Manager

Address: _____

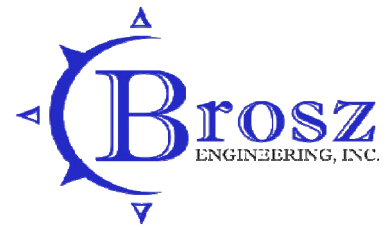
Address: PO Box 551, Watford City, ND

E-Mail
Address: _____

E-Mail
Address: bradyb@broszengineering.com

Phone: _____

Phone: 701-842-3526



ENGINEERING & SURVEYING SERVICES 2022 HOURLY RATE SHEET

SENIOR PRINCIPAL	\$185.00
SENIOR ENGINEER I	\$180.00
SENIOR ENGINEER II	\$170.00
ENGINEER I	\$155.00
ENGINEER II	\$140.00
ENGINEER III	\$130.00
ENGINEER IV	\$120.00
LANDSCAPE ARCHITECT	\$125.00
SENIOR ENGR. TECH. I	\$140.00
SENIOR ENGR. TECH. II	\$130.00
ENGINEER TECH. I	\$120.00
ENGINEER TECH. II	\$110.00
ENGINEER TECH. III	\$100.00
ENGINEER TECH IV	\$75.00
SURVEY PRINCIPAL (Field)	\$180.00
SURVEY PRINCIPAL (Computations)	\$165.00
SURVEY MANAGER (Field)	\$170.00
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SURVEYOR I (Field)	\$125.00
SURVEYOR I (Computations)	\$100.00
SURVEY ASSISTANT	\$90.00
DRONE SURVEY	\$275.00
GIS COORDINATOR	\$100.00

The above rates include all labor, mileage, per diem and normal supplies. For field work, chargeable time is applied from the time we leave our office location until we return. The rates are subject to review on an annual basis.

Hunter's Run - Phase 1 Punch List

February 11, 2021

Prepared by the City of Watford City Engineering Department

Item	Sheet	Street	Description
1	C1-2	Hunter's Run Street	The NE curb along the radius of Auburn Ridge's north approach is damaged.
2	C1-3	Hunter's Run Street	Manhole around Sta 33+22 is not shown on the plans. There is a dip in the road at this location.
3	C1-7	10th Ave NE	Dip in curb/road around Sta 16+00 LT side.
4	C1-9	10th Ave NE	SSMH #B.8, Sta 34+28.01. Not found in field. Is it installed?
5	C1-10	10th Ave NE	Curb & Gutter and Sidewalk needs repair at SE intersection of Hunter's Run St and 10th Ave NE.
6	C1-10	10th Ave NE	Sidewalk and driveways appear to be spalling on south side of 10th Ave NE first few lots west of Hunter's Run Street.
7	C1-10	10th Ave NE	Gate Valves at Sta 34+48.08 are not visible in the field, may be paved over.
8	C1-14	9th Ave NE	Western portion of road is not finished.
9	C1-14	9th Ave NE	Sidewalk stops on RT side of road near Sta 19+00.
10	C1-14	9th Ave NE	A portion of the sidewalk is missing on LT side of road near Sta 18+25.
11	C1-14	9th Ave NE	Sidewalk is not installed around cul-de-sac on the east end of the road.
12	C1-16	5th Ave NE	Dips present in road near Sta 15+50. Dip near Sta 15+50 LT ponds water in the middle of the road.
13	C1-16	5th Ave NE	At intersection of 5th Ave NE and 6th Ave NE, the SE curb radius needs backfilling. Water is currently standing at this location.
14	C1-18	7th Ave NE	At the intersection of the second driveway to the west, the NE corner needs backfilling behind curb. Standing water is present.
15	C1-18	7th Ave NE	Sidewalk needs backfilling on south side of sidewalk RT side around Sta 11+50, appears to be a hole on south side. Sidewalk on north side along 7th Ave NE could use backfilling.
16	C1-18	7th Ave NE	Sidewalk appears to be spalling on LT side around Sta 18+50.
17	C1-19	6th Ave NE	Sidewalk is not installed throughout both sides of the road besides in front of Black Gold Hotel.
18	C1-22	6th Ave NE	Gate Valves at Sta 28+34, Sta 28+39, Sta 28+44, and Sta 28+74 are not visible, may be paved over.
19	C1-23	37th Street NE	SSMH #I.2, #I.3, #I.4 needs the grout and casing checked.
20	C1-28	Road J	Has any water, sanitary sewer, or storm sewer been installed on this road? Will this road be completed with Phase 1?
21	C1-32	Hunter's Run Street to 37th Street NE	SSMH #OS.1, Set to grade, grout, and seal.
22	C3-5	10th Ave NE	Sta 34+60 CL Culvert. Currently only one 24 IN HDPE Culvert is installed. Plans call out two 36 IN culverts to be installed. Both culverts should be installed per plans along with FES and Rock Armor/Fabric.
23	C3-7	37th Street NE	Pond 5A is not currently installed. Pond 5A should be installed per plans including Rock Armor.
24	C3-7	37th Street NE	Pond 5A outlet structure is not installed.
25	C3-7	37th Street NE	Trapezoidal swale on west and east side of 37th Street NE is not properly installed.
26	C3-7	37th Street NE	No sidewalk is installed on 37th Street NE. Curb needs to be backfilled.
27	C3-7	37th Street NE	No stop signs or 911 signs installed on 37th Street NE at 6th Ave NE intersection.
28	C3-10	6th Ave NE	Detention pond 2A is not built correctly.
29	C3-10	6th Ave NE	Pond 2 A discharge structure is not installed.
30	C3-10	6th Ave NE	Armor Spillway is not installed.
31	C3-10	6th Ave NE	Inlet at roughly Sta 18+75 LT is not installed.
32	C3-10	6th Ave NE	Swale near approximately 22+50 LT is partially installed but is eroded. Inlet and outlet swale to pond needs to be installed per plans.

Hunter's Run - Phase 1 Punch List

February 11, 2021

Prepared by the City of Watford City Engineering Department

Item	Sheet	Street	Description
33	C3-11	37th Street NE	24 IN Pipe at Sta 26+12 does not have a FES nor is the Rock Armor/Fabric installed. Pipe end is eroding.
34	C3-15	10th Ave NE	Rock Armor and Fabric is not installed at Sta 32+42.60 LT. Erosion needs to be fixed.
35	C3-16	Hunter's Run Street	Pipe at Sta 18+00 should be extended on the LT side and have the Rock Armor/Fabric installed. Pipe is currently causing undermining of sidewalk.
36	C3-16	Hunter's Run Street	Swale between Hunter's Run Street and 37th Street NE is not installed.
37	C3-16	8th Ave NE	Pond 3A outlet structure is not installed.
38	C3-16	8th Ave NE	Inlets are installed near Sta 21+00 on both sides, not called out in the plans.
39	C3-16	8th Ave NE	Pipe from inlet on LT side of road extends further than shown in the plans.
40	C3-16	8th Ave NE	Swale to pond 4A is not constructed per the plans. Concerns with swale/erosion near apartment building.
41	C3-16	Hunter's Run Street	Pond 4A outlet structure is not installed. RT inlet at approx Sta 18+40 has wood between structure and casing.
42	C3-17	6th Ave NE	6 ft wide curb chase on RT and LT side of road near Sta 27+26 is not installed. Large hole to SW of catch basin. Significant erosion on north and south side of road.
43	C3-17	6th Ave NE	Inlet at Sta 27+26 LT has erosion on north side of it.
44	C3-17	7th Ave NE	Inlets at Sta 18+25 are not installed. Pipe that is installed under the road has no FES.
45	C3-18	9th Ave NE	No FES or Rock Armor/Fabric is installed at pipe end Sta 23+00 LT. Erosion at pipe end needs to be addressed.
46	C3-18	10th Ave NE	Pipe at ~ Sta 29+75 does not have a FES.
47	C3-18	10th Ave NE	Inlets and discharge pipe at Sta 28+32 are not installed.
48	C3-18	10th Ave NE	Pond 6A is not installed.
49	C3-18	10th Ave NE	Pond 6A discharge structure is not installed.
50	C3-19	9th Ave NE	Inlets at Sta 18+50 are not installed. The swale to the pond and Rock Armor/Fabric is not installed.
51	C3-19	9th Ave NE	Sta 23+00 only one set of inlets are installed. The pipe underneath the road between the inlets is crushed. Water ponds on road due to crushed pipe.
52	C3-21	Hunter's Run Street	Pond 1A is not installed/is installed in the wrong location per plans.
53	C3-23	Hunter's Run Street	Sidewalk is spalling on RT side of road near Sta 22+50.
54		Throughout Project	ADA Sidewalk Panels have not been installed.
55		Throughout Project	No joint sealing on curb and gutter.
56		Throughout Project	Required signage shall be installed per plans & MUTCD standards.
57		Throughout Project	All detention ponds and surface drainage ditches should be constructed per plans. Check drainage ditch grades, repair eroded areas, and shape ditches as necessary to meet plans.
58		Throughout Project	Check drainage pond storage design, capacities, and clean out if necessary.
59		Throughout Project	Replace topsoil in all disturbed areas and follow design specifications on establishing vegetation.
60		Throughout Project	Maintain SWPP throughout site and on undeveloped areas. Repair washouts, topsoil areas if necessary, and seed.
Infrastructure to be constructed per plans and specifications throughout Phase 1.			

Items highlighted designate items which were on the original storm water punch list provided in 2017, 2018, and 2019.

SUBDIVISION IMPROVEMENT, MAINTENANCE AND WARRANTY AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 202_, by and between _____ (hereinafter referred to as “Developer”), party of the first part, and the City of Watford City (hereinafter referred to as “City”), party of the second part, WITNESSETH:

WHEREAS, at a regular meeting of the City Council, held on the ____ day of _____, 202_, Watford City City Council (WCCC) conditionally approved the _____ Final Subdivision Map (Map), submitted by the Developer and relating to the following described property located within Watford City, North Dakota: A portion of the _____ of Section _____, Township _____ North, Range _____ West, City of Watford City, McKenzie County, North Dakota, Assessor’s Parcel #_____

WHEREAS, the real property depicted by the Map and that Amended and Restated Development Agreement recorded _____, 202_ as Document #_____, Watford City Official Records by the McKenzie County Recorder (“the Development Agreement”); and

WHEREAS, approval of said Map was conditioned upon, and subject to, certain improvements required by the laws and ordinances or resolutions of the City in order to provide for the health, safety, welfare and morals of the citizens of Watford City; and

WHEREAS, said Map has been examined by the City and found to be in compliance with the current laws and ordinances in effect as of the date of the original Development Agreement and any amendments thereto, excepting that certain required improvements have not been completed; and

WHEREAS, the Developer has fulfilled all his/her obligations with respect to any cash payment for off-tract improvement levied by the City;

NOW, THEREFORE, in consideration of the approval of said Map by the City, Developer promises and agrees, at no expense to Watford City nor its citizens, to complete the following:

1. WATER SUPPLY SYSTEMS, SANITARY SEWER SYSTEMS, STORM WATER MANAGEMENT WORKS, STREET IMPROVEMENTS, UTILITIES, AND ENGINEERING (hereinafter referred to as "Improvement Works")

- a. Final, approved pre-construction documents prepared by a Registered Professional Engineer licensed in the State of North Dakota are required before construction begins on the Improvement Works. See Exhibit A for Improvement Works checklist.
 - i. The final subdivision Improvement Works plans (final public improvements plan) shall be approved per Watford City Code of Ordinances Chapter XV Zoning Ordinance, Article XXX Subdivision Regulations, Section 7 Procedure for Approval of Plans.
- b. Developer shall install, at his sole cost, the sanitary sewer, storm water management, and water supply systems, including all services to all Lots to serve the development within _____.
- c. The Developer shall install, at his sole cost, the public urban street section, sidewalks and street lighting to serve the development within _____.

- d. The Developer agrees that all Improvement Works shall be installed and tested per City Standard Specifications and Details or the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction and Field Sampling and Testing Manual, whichever is agreed upon by the City and the Developer. The Developer shall have all Improvement Works inspected, surveyed, and tested by an engineering firm(s) licensed to do work in North Dakota. A pre-construction meeting shall be held with the Developer, the Developer's contractor, the Developer's Engineer, private utility companies, and City staff. If at any time during construction the work is not being inspected by an engineering firm, the City may order the work to stop immediately until the work can be inspected. If work is completed that does not adhere to the final documents, the City shall be notified immediately. Work shall stop until the City rejects or accepts such work in writing. The City shall not be held responsible in any way for work stoppage. The Developer shall also cause surveying to be completed in accordance with North Dakota State Law.
- e. Upon completion of the Improvement Works, the Developer shall provide as-built drawings of the Improvement Works submitted to the Engineering Department as a hard copy, .dwg, and GIS format. The location of utility Improvement Works shall be surveyed in the field during or after construction and shall be of accurate location as to be utilized in the City's GIS database for utility locating purposes. As-built data shall be provided to the City in the NAD 1983 State Plan North Dakota North FIPS 3301 Feet International coordinate system. The Developer shall provide final documentation including inspection records, testing records, photos

and videos, shop drawings and material submittals, and other documents as requested from the project. See Exhibit A for Improvement Works checklist.

- f. Developer shall construct the Improvement Works in accordance with plans approved by the North Dakota Department of Environmental Quality (water/sewer), and the Watford City Public Works Superintendent and City Engineer or its Agent (streets, storm water management works, and any improvements/utilities within streets and City easements). Prior to beginning construction, the final subdivision Improvement Works plans shall be approved by the North Dakota Department of Environmental Quality. All other Federal, State, County, etc. permits as required by the respective Agency shall be provided to the City prior to construction.

2. COST ESTIMATES FOR IMPROVEMENT WORKS AND SECURITY

Cost estimates of said improvements totaling \$ _____ are found within Exhibit B, attached hereto and made part of this Agreement. The complete performance of construction of all Improvement Works is secured by a City approved Performance Bond in the amount of (or an irrevocable commercial letter of credit from a lending institution located in McKenzie County, ND in the amount of) \$_____, representing an amount which is equal to the required one hundred twenty five percent (125%) of the cost of all required improvements. If the project is not completed within twelve-months, the City may review the cost estimate and adjust the bonding requirement if the cost estimate has changed by more than 10%. This shall apply to each twelve-month period that the project is not completed.

3. TIME LIMIT FOR COMPLETION OF IMPROVEMENT WORKS

The Improvement Works set forth in Section 1 above shall be completed no later than three (3) years from the “effective date” of this Agreement, failing which the City may, at its option, avail itself of the security provided for the enforcement hereof to cause such improvements to be made by an independent contractor authorized by the City at the expense of the Developer and/or the security. The City may, at the request of the Developer, authorize a reasonable extension of time to complete the improvements for good cause, and if said request is presented to the City a minimum of forty-five (45) days prior to the expiration of the time limit established by this Agreement. A phasing schedule for the Improvement Works has been provided in Exhibit C for reference.

4. APPROVAL OF WORK AFTER INSPECTION

The City will only accept the improvement works as a whole, accepting water supply systems, sanitary sewer systems, storm water management works, street improvements, sidewalks, and utilities at one time, as complete, when complete. If improvement works have been phased, the City may consider acceptance based on phasing, but will not accept any portion of the improvement works separately. All phases must be completed in such a manner as to be considered “final” if no further phases are completed. Examples include creating cul-de-sacs on roads that are to be completed as through roads, grading in a manner so as not to cause harm to infrastructure of neighboring property, re-vegetating and making safe disturbed areas that were not developed, etc. Prior to approval, post-construction documentation needs to be submitted to the City for review, a final walkthrough of the improvement works shall be completed with the City, and a warranty letter from the Developer shall be submitted certifying that the improvement works infrastructure were completed per plans and specifications and that the work will

be free of material and workmanship defects for a period of two years after final written acceptance by the City. The Developer shall be responsible for locating Improvement Works for the North Dakota One Call system until such time the Improvement Works are accepted by the City. The Developer shall inform the City who will be locating the Improvement Works until accepted by the City and provide their contact information. Once all the necessary documentation has been submitted, reviewed, and accepted by the City, the City will provide a "Public Infrastructure Acceptance" letter stating the acceptance of the Improvement Works and phase, if applicable, and will lay out the warranty period and surety required. Approval of any item of work shall not forfeit the right of the City to require the reasonable correction of workmanship, quality or materials at any time during the course of work, although previously approved by oversight. In accordance with Section 6 below, the City shall have the right to require reasonable corrections by the Developer of any Improvement Works contained in this Agreement that does not conform to present State and City standards, specifications, ordinances, or resolutions even though the plans for the improvement in question may have been approved by the City.

5. RELEASE OF SECURITY

In accordance with existing Watford City regulations, Developer may request in writing, and the City may, in its discretion, approve partial releases of security after each phase of the Improvement Works project is completed and accepted as stated in Section 4, in approximate twenty-five percent (25%) increments. Upon release or partial release of the security for the required improvements, the City shall waive its right to receive the released amount except that the City shall in no event release that portion of the security

representing twenty-five percent (25%) of the estimated cost until a final release is requested and granted as described below.

6. IMPROVEMENT MAINTENANCE AND WARRANTY GUARANTEE

Developer agrees to maintain all public Improvement Works for a period of one (1) year following acceptance of the entire said improvements and warrants that all required public Improvement Works shall be free from defects for a period of two (2) years after final assumption of the works for maintenance by the City. The Developer's maintenance responsibilities include but are not limited to snow plowing, street sweeping, and storm sewer cleaning. The Developer shall also be responsible for any emergency repairs or damage of the public Improvement Works that occur during the first year following acceptance. Upon release or partial release of the security for the required improvements, the City shall waive its right to receive all but twenty-five percent (25%) of the cost estimate for the Improvement Works represented by the security. The residual funds shall be security for said Maintenance and Warranty Guarantee. The City will release the Maintenance and Warranty Guarantee security at the end of the two-year warranty period, after re-inspection of the gravity sanitary sewer has been completed and passed, and there are no remaining outstanding punch list items. Upon release of the Maintenance and Warranty Guarantee security the City shall waive its rights to further repairs and shall deem the infrastructure as fully accepted.

The gravity sanitary sewer shall be re-inspected utilizing video inspection with inclinometer capabilities up to six months prior to the expirations of the two year warranty period at the expense of the Developer to ensure that the gravity sanitary sewer is still installed per plans and specifications. If significant defects are discovered during the

inspection such as the slope on the inclinometer does not continue in the direction of the downstream manhole or there is standing water to a depth of twenty-five percent (25%) of the diameter of the pipe, the defects shall be repaired at the expense of the Developer prior to the warranty period ending. It is the Developer's responsibility to set up the video inspection of the gravity sanitary sewer and provide the video for the City's review prior to the expiration of the two-year warranty period ending. It is not the responsibility of the City to remind the Developer of this requirement.

7. LIABILITY OF DEVELOPER

The Developer shall save and hold Watford City harmless and free from any suit or cause of action, claim or demand, which may be brought or made against the Developer or its successors or Watford City, or its agents in interest by any third party arising from the performance or nonperformance of the construction and maintenance of the improvements as provided herein or any and all other conditions of this Agreement.

Developer shall furthermore continue to be liable to the City for the performance of all terms and conditions of this Agreement regardless of the Developer's failure to continue to work under this Agreement or assignment of its rights to do such work and regardless of the status of ownership of the real property or any portion thereof made the subject of the Map referred to in this Agreement. In the event the City is required to institute legal action to compel performance of this Agreement, or to defend any suit, claim, or liability arising out of this Agreement as a result of Developer's action or inaction, Developer shall pay to the City all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by the WCCC in connection therewith.

8. DEVELOPMENT AGREEMENT

It is not the intent of Developer or the City to amend the Development Agreement. Therefore, notwithstanding any provision hereof, this Agreement shall not be construed to require the Developer to comply with any statute, ordinance, code, rule, resolution, regulation, or policy from which Developer has been grandfathered, exempted or excused, pursuant to the Development Agreement, including without limitation Sections 1.1b and 3.4 thereof.

9. SUCCESSORS OF DEVELOPER

This Agreement shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers of the respective parties to this Agreement, and all terms and conditions contained herein shall be equally binding on said heirs, executors, administrators, successors, assigns, or purchasers.

10. SEVERABILITY

If any provisions of this Agreement are held to be invalid, such invalidity shall not affect the validity of other provisions of the Agreement or amendments hereto.

11. EFFECTIVE DATE

This Agreement shall become effective on the date that the Map, approved by the City, is recorded.

12. CONTINUING ENFORCABILITY

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not expire until the Improvement Works have been installed, and the times listed based on the installation of the Improvement Works has expired. The requirements of both Parties in this Agreement shall be enforceable until the expiration of the last time stated.

13.NO WAIVER

Neither the failure of either Party to exercise any power given such Party herein or to insist upon strict compliance by the other Party with its obligations herein, nor any custom or practice of the Parties at variance with the terms hereof, constitutes a waiver of either Party’s right to demand exact compliance with the terms hereof.

14.AMENDMENTS

No addition to or modification of any provisions contained in this Agreement shall be effective unless fully set forth in writing and executed by both City and Developer.

15.AUTHORITY

All requisite action (corporate, partnership, limited liability company, trust or otherwise) has been taken by Developer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Developer have the legal power, right and actual authority to bind Developer to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DEVELOPER:

NAME, TITLE

PRINT

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 202__, before me, the undersigned, a Notary Public and for the County and State aforesaid, personally appeared _____, _____, known to me to be the person(s) named in and who

executed the within and foregoing instrument, and they acknowledged to me and executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC SIGNATURE

[Notarial Seal]

Notary Public for the State of _____
My Commission Expires _____

CITY OF WATFORD CITY:

BY: _____
PHILIP RIELY, MAYOR

ATTEST: _____
PENI PETERSON, CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF MCKENZIE

On the _____ day of _____, 202_, before me, the undersigned, a Notary Public and for the County and State aforesaid, personally appeared *Philip Riely*, Mayor and *Peni Peterson*, City Auditor known to me to be the person(s) named in and who executed the within and foregoing instrument, and they acknowledged to me and executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC SIGNATURE

[Notarial Seal]

Notary Public for the State of _____
My Commission Expires _____

EXHIBIT A

Subdivision Improvement Works Checklist

Pre-Construction Requirements and Documentation:

1. The final, approved subdivision Improvement Works plan shall be submitted, approved, and designed by a Registered Professional Engineer licensed in the State of North Dakota per Watford City Code of Ordinances Chapter XV Zoning Ordinance, Article XXX Subdivision Regulations, Section 7 Procedure for Approval of Plans.
2. A final phasing and schedule associated with the subdivision of land and public improvements.
3. An approved and signed Developers Agreement.
4. A bond estimate and performance bond in place.
5. A pre-construction meeting.
6. Written confirmation of contractor, construction engineer, testing firm, and surveyor.
7. Approval letter from the City for the documents submitted.
8. Additional information as requested by the City.

During Construction:

1. All public street and utility infrastructure must be inspected full time by an engineering firm, licensed to do work in North Dakota, and under the direction of a professional engineer, licensed to do work in North Dakota.
 - a. If an inspector observes work that does not conform to plans, specifications, and standards, the City should be notified immediately. The City will accept

or reject work that does not meet plans, specifications, and standards in writing.

- b. A City Inspector will periodically be on-site, so the Engineer/Contractor needs keep the inspector informed of their work schedule.
- c. A City Inspector should be notified when certain testing is performed on the water supply and sanitary sewer systems as agreed upon at the pre-construction meeting.
- d. The City has test reporting forms for certain tests. The Engineer shall work with the City to ensure tests are reported and submitted to the City on the appropriate forms.

Post-construction:

1. Documentation to be submitted:

a. General:

- i. Construction inspection reports
- ii. As-built drawings and files
- iii. All testing reports
- iv. Shop drawings and material submittals

b. Water Supply Systems:

- i. North Dakota Department of Environmental Quality Letter of Approval
- ii. Approved shop drawings
- iii. Trench compaction test reports
- iv. Bacteria test reports

- v. Pressure test reports
- vi. Evidence of tracer wire
- c. Sanitary Sewer Systems:
 - i. Approved shop drawings
 - ii. Trench compaction test reports
 - iii. Sanitary sewer camera videos
 - iv. Deflection test results
 - v. Air test reports
 - vi. Evidence of tracer wire
- d. Storm Water Management Works:
 - i. Approved shop drawings
 - ii. Trench compaction test reports
 - iii. Passing mandrel tests (if non-rigid pipe)
 - iv. Verification that storm water management ponds have been constructed per plans.
- e. Street Improvements
 - i. Design shop drawings and mix designs
 - ii. Subgrade compaction test results
 - iii. Base course proof roll results
 - iv. Pavement testing results:
 - 1. Asphalt (i.e. haul sheets, density, belt sample, temperature, etc.)
 - 2. Concrete (i.e. air content, slump, cylinder break results, etc.)

2. Final walkthrough with the Developer, City, Contractor, and Engineer.
3. Punch list items with date each punch list item is completed and closed out.
4. Letter from the Developer:
 - a. Certifying that the public Improvement Works were completed per plans and specifications and that the work will be free of material and workmanship defects for a period of two years
 - b. Requesting the Watford City City Council to accept ownership and maintenance of Improvement Works. Maintenance to begin per Section 6 of this Agreement.
5. The Watford City City Council approving or denying the acceptance of ownership and maintenance of Improvement Works through a motion.
6. Public Infrastructure Acceptance letter from the City containing the date the warranty period begins and ends along with remaining bonding requirements.

During Warranty Period:

1. Re-inspection of the gravity sanitary sewer system and all documents associated with the re-inspection submitted to the City for review.
2. Punch list item completion as necessary with documentation submitted showing completion of work per approved construction documents.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

**THE CITY OF WATFORD CITY,
STATE OF NORTH DAKOTA**

AND

FOR

INSERT DEVELOPMENT NAME

Commented [DG1]: Update

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This Development Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between the City of Watford City (hereinafter "City") and _____ (hereinafter "Developer"). The Developer is owner of certain real property located at _____, and more particularly described as the _____, McKenzie County, North Dakota, and as also described in **Exhibit A** attached hereto and incorporated herein (the "Property").

**RECITAL OF PREMISES,
PURPOSE AND INTENT**

- A. Developer owns that certain real property described and shown on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately ____ acres of land, which is the subject of this Agreement.
- B. The City wishes, to enter into a development agreement with persons having a legal or equitable interest in real property to establish long-range plans for the proposed development of such property.
- C. All preliminary processing regarding this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The City of Watford City (City) has found that this Agreement is consistent with the City's plans, policies and regulations and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.
- D. The City desires to enter into this Agreement to provide for public services, as limited to and further defined within a Subdivision Improvement, Maintenance and Warranty Agreement, to further the goals and values of the City, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City in a way that provides the highest economic benefit and least fiscal cost to its citizens, and to otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. The conditions stated in this Agreement will reasonably mitigate the impacts that the development of the Property will have on the citizens of the City. The City finds and determines that the conditions of this Agreement were not an inducement for the rezoning of the Property or to any other land use decision relating to the Property.
- E. The parties to this Agreement acknowledge and agree that this Agreement is consistent with and will implement the goals and objective of the City Ordinances.

The City finds and determines, and the Developer agrees, that the terms, conditions, and agreements established in this Agreement are unique to the Proposed Development and were negotiated at arm's length between the City and the Developer, and that the conditions of this Agreement have no binding or precedential effect (other than as to

_____ Development

the Property) with regard to future development agreements in the City, and cannot be relied upon by either the parties to this Agreement or by future applicants, for rezoning, subdivision plat, or other land use approvals in other development agreements.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" means an entity, partnership, company or corporation which directly or indirectly, Developer controls, or in which Developer has a controlling interest or which controls Developer, or which is under common control of an entity which controls Developer.

"Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

1. The Zoning Action (defined below);
2. The applicable provisions of the Watford City Code of Ordinances; and
3. This Agreement.

The term "Applicable Rules" does not include:

1. Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;
2. Any fee or monetary payment not governed by this Agreement but which is prescribed by City ordinance and is uniformly applied to all development and construction subject to the City's jurisdiction, including any increase of fees or monetary payments that are cost based and uniformly applied to all development and construction within the City any designated service area; and further, does not preclude the City from obtaining full cost recovery for any cost based services or infrastructure that are based on variables for inflation, construction and consumer price indexing to the extent permitted by North Dakota or federal law; or
3. Any applicable state or federal law or regulation.

"Code" means the Watford City, City Code of ordinances, as amended by Watford City Ordinances and Resolutions adopted by the WCCC, and including all rules, regulations, standards, criteria, manuals and other references adopted therein.

"City" means the City of Watford City, State of North Dakota, together with its successors and assigns.

"Developer" means _____, as the developer of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of this Agreement.

"Discretionary Approval" means an approval that involves the exercise of significant and extensive factual or legal judgment by the City. Without limiting the generality of this definition, the following types of approvals are considered "Discretionary Approvals": zone changes, conditional use permits, Master Plan amendments, planned unit developments, special exceptions, waivers, variances, site plans or site development plans, and tentative maps.

"Effective Date" means the date the City approves the execution of this Agreement.

"Engineering Standards" means those standards adopted by the City for the design of roads, drainage, and other infrastructure; as such standards may be amended from time to time.

"Infrastructure" or "Improvement Works" means and refers to street improvements, sanitary sewer systems, storm water management works, water supply systems, utilities, open space, parks, and public facilities, and similar facilities as required by the Applicable Rules.

"Master Plan Map" means a conceptual plan showing the proposed subdivision layout, land use, phasing, streets, and general design for the Property and any adjacent property for which the Developer owns, and it is reasonable to believe the property will be developed in future phases.

"Master Traffic Impact Analysis" means a comprehensive traffic study prepared in conformance with the the Code, approved as of the Effective Date of this Agreement or as subsequently approved by the City and Developer to be effective as of the Effective Date of this Agreement, as amended or conditioned and finally approved by the City. The Master Traffic Impact Analysis is attached to this Agreement as **Exhibit B** and is incorporated herein and made a part of this Agreement by this reference, except that if such study has not been completed by the Effective Date of this Agreement, then at such time that such study has been completed and approved by both the City and Developer, such study shall then be incorporated in this Agreement and shall be deemed to be effective as of the Effective Date of this Agreement.

"Proposed Development" means all property and proposed development within the boundaries of the Master Plan Map covering all of the Property, as shown on **Exhibit C**.

_____ Development

Commented [DG2]: What type of coordination needs to happen between the City and the Utility company? Confirmation that the Utility company is providing service.

Look into how other cities handle private/public utilities (telephone, gas, electric).

"Planning Commission" means the Planning and Zoning Commission of the City.

"Property" means that certain real property as described on Exhibit "A".

"Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works or such Director's designee(s).

"Residential Development" means any proposed development identified in the Proposed Development as compatible with zoning district _____ as established in the Zoning Ordinance, § _____ of the Code.

"Storm Water Management Plan" means the drainage study prepared for the development of the Property in conformance with the Zoning Action, as amended or conditioned and approved by the City Engineer.

"Subdivision Map" means any instrument which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, lot line adjustments, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, or Master Plan Exhibit, for all or a portion of the Proposed Development in accordance with Chapter 15, Article XXX.

"Uniform" means applicable throughout the City of Watford City.

"Unit Fee" means a payment by the Developer per designated increment of development. A unit fee may be applied as provided for in this Agreement. If this Agreement is silent about the application of a unit fee, the unit fee may be applied in any manner chosen by the City in its sole discretion.

Commented [DG3]: Only include if required.

"Zoning Action" means the action taken on a specific date by the City with respect to Application numbers together with all applicable terms and conditions, and any subsequent approvals by the City that amend or revise the action taken by the City with respect to application numbers.

Commented [DG4]: What is this referring to? Does Application need to be defined?

Commented [DG5R4]: Look at old definitions to see what this is supposed to say.

Commented [DG6R4]: This is what the 2015 template says as well....

"Zoning Ordinance" means the Zoning Ordinance of the City of Watford City.

SECTION 2. GENERAL PURPOSE AND INTENT.

This Agreement is predicated upon the following facts and findings:

2.1 Incorporation of Recitals.

All of the foregoing recitals together with the additional provisions set forth in this Section shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

_____ Development

2.2 City Intent.

The City desires to enter into this Agreement as permitted by law and this Agreement to provide for public services, public uses and city infrastructure, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Proposed Development and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City in a way that provides the highest economic benefit and least fiscal cost to its citizens, to reasonably mitigate any adverse impacts that the development of the Property will have on the citizens and lands of the City of Watford City, and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

2.3 Developer Intent.

Developer wishes to obtain reasonable assurances that Developer may develop the Proposed Development in accordance with the conditions established in this Agreement. Developer acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in order to develop the Proposed Development, Developer is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Proposed Development. Based upon the nature of the Proposed Development, the type and extent of the public improvements and infrastructure to the Proposed Development to be provided by Developer, and the type and extent of the public and private improvements to be provided within the Proposed Development, the Developer's decision to commence development of the Proposed Development is based on expectations of proceeding and the right to proceed with the Proposed Development in accordance with this Agreement, the Applicable Rules and the Zoning Action. Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City and that the Developer agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and the Zoning Action.

SECTION 3. GENERAL PROVISIONS.

3.1 Binding Agreement.

This Agreement touches and concerns the land described in Exhibit "A" of this Agreement, and therefore shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns, including any future and subsequent purchasers.

3.2 Reliance on Zoning Action and Applicable Rules.

The City and Developer agree that Developer shall be permitted to carry out and complete the entire Proposed Development in accordance with the uses and densities approved by the Zoning Action and in accordance with this Agreement, the Applicable Rules, and the appropriate zoning district development standard for zoning district ____.

_____ Development

3.3 Modification of Applicable Rules.

City and Developer acknowledge and agree that the Zoning Action is specific to the Proposed Development and may not be amended, modified or changed with respect to the Proposed Development without the express written consent of Developer and City, except as set forth in this agreement or as otherwise explicitly provided in this Agreement. In the event the City adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to Developer or development of the Proposed Development for the duration of this Agreement except in those limited circumstances provided below.

3.4 Application of Subsequently Enacted Rules.

Except as provided below, no standard, policy, resolution or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the City upon the Proposed Development, except those in effect at the time of the Zoning Action. City may hereafter, during the term of this Agreement, apply to the Proposed Development only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after this Effective Date that:

- (a) are not in conflict with the Applicable Rules, (including the Zoning Action),
or
- (b) that are permitted by subsection 3.5, below.

3.5 Imposition of New Fees or Standards.

Notwithstanding the terms of Section 3.3, above:

- (a) The Proposed Development is subject to all of the following regulations, fees, or other requirements in effect now or in the future:
 - (1) uniform cost-based fees subject to any credits or offsets that are required by the fee ordinances or North Dakota law;
 - (2) all regulations governing construction standards and specifications including, without limitation, the City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes applicable in the City;
 - (3) uniform processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Permits or for monitoring compliance

_____ Development

with any Permits granted or issued, and the recording fees as determined by the County for recording any documents related to this Agreement;

- (4) uniform estimated costs for completing public improvements which are required under this agreement, where such estimates are used to calculate costs for subdivision improvement or maintenance agreements for the purpose of determining maintenance or warranty guarantees, bonds, or other guarantees or assurances to complete the public improvements that are required for the Proposed Development;
 - (5) uniform procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied throughout the City to all substantially similar types of development projects and properties;
 - (6) uniform unit fees adopted by the City, except as provided in this Agreement;
 - (7) the Engineering Standards;
 - (8) uniform laws and regulations that are reasonably necessary to protect the public health, safety or welfare;
 - (9) new or changed City ordinances, regulations, plans or policies to the limited extent specifically mandated and required by changes in state or federal laws or regulations and in such event, the provisions of Section 3.5 through 3.6 of this Agreement are applicable; and
 - (10) any fees incurred from an outside agency to review the Proposed Development (which fees will be the responsibility of the Developer).
- (b) Notwithstanding the foregoing, should the City adopt or amend new ordinances, rules, regulations or policies that are more restrictive than the limitations of the foregoing Section 3.2, City shall provide notice to Developer within thirty (30) days of adoption or amendment of the same to allow Developer sufficient time to conduct due diligence. If Developer fails to give such written notice within thirty (30) days of receipt of notice by the City, such ordinances, rules, regulations or policies shall be deemed to have been accepted by the Developer. City and Developer shall, at the request of either party, execute an amendment to this Agreement evidencing such modification.

Commented [DG7]: Only include if required.

3.6 Conflicting Federal or State Rules.

_____ Development

In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall remain in full force and effect as to those provisions not affected.

3.7 Cooperation in Performance.

The parties hereto agree to cooperate with each other in good faith and to take such additional actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this Agreement. Notwithstanding the foregoing, Developer shall not have a right to obtain any Discretionary Approval from the City, provided however that City shall not unreasonably withhold, delay, or condition such Discretionary Approval.

3.8 Assignment and Release.

- (a) Developer shall not sell, transfer, or assign this Agreement in whole or in part to any person, affiliate, partnership, joint venture, firm, company or corporation (any of the foregoing, an "Assignee") without the written consent of the City.
- (b) The Assignee shall assume in writing all obligations of Developer hereunder, and provide substitute security in a form and an amount acceptable to the City for any security previously provided by Developer in compliance with the Code, if any.
- (c) Nothing in this Agreement, however, shall otherwise preclude Developer from selling, transferring, leasing, encumbering or otherwise conveying or burdening any portion of the Property [so long as with respect to such sale or transfer, the purchaser or transferee shall assume in writing all duties and obligation of Developer hereunder as to that portion of the Property, and provide substituted security in a form and an amount reasonably acceptable to the City for any security previously provided by Developer in compliance with the Code, if any, if the security previously provided by Developer is to be released (after which Developer shall be relieved of its obligations hereunder)].
- (d) City reserves the right to require documentation of the financial stability of any Assignee prior to the closing of the transaction. The City has the right to approve, approve with conditions, or disapprove such transfer in order to ensure that the transferee has the financial ability to fulfill the obligations of this Agreement as the Developer.
- (e) Except as expressly provided herein, no assignment or transfer of any portion of the Proposed Development shall relieve Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement. The City may, in its sole

discretion, release the Developer of one or more of such obligations in a writing agreed to and executed by the City.

- (f) This subsection shall have no effect, restriction, or qualification upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
- (g) Notwithstanding subsection (a) through (e) above, Developer has full discretion and authority to transfer, assign or encumber the Proposed Development or portions thereof, in connection with financing transactions that are related to the Property, without the permission of or notice to the City. All such financing transactions shall be subordinate to the terms and conditions of this Agreement.
- (h) Upon satisfaction by Developer of the terms of this Agreement with respect to any portion of the Proposed Development, including payment of all fees, maintenance agreements, and providing all dedications as required hereunder with respect to such portion of the Proposed Development, the City shall, upon application by Developer, release Developer from any continuing obligations under this Agreement with respect to such portion of the Proposed Development.

3.9 Amendment of Agreement.

Except as otherwise permitted by this Agreement, this Agreement may be amended from time to time, only upon the mutual written consent of the parties hereto. All proposed amendments shall be considered by the City for adoption or rejection.

3.10 Indemnity; Hold Harmless.

Except as expressly provided in this Agreement, Developer shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct operations of Developer or those of its agents, or employees, which relate to the development of the Proposed Development. Developer agrees to and shall indemnify, hold harmless and defend the City and its officers, agents, employees, and representatives from actions for damages caused by reason of Developer's activities directly in connection with the development of the Proposed Development. Developer agrees to indemnify, hold harmless, and provide and pay all costs, reasonable attorneys' fees, and damages related to a defense for the City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agent, employees, contract vendors or representatives.

3.11 Binding Effect of Agreement.

_____ Development

The burdens of this Agreement bind and the benefits of this Agreement inure to the parties' respective successors in interest and the Property which is the subject of this Agreement.

3.12 Relationship of Parties.

It is understood that the contractual relationship between the City and Developer is such that Developer is not an agent of the City for any purpose and the City is not an agent of Developer for any purpose.

3.13 Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties. Except as otherwise expressly provided herein this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

3.14 Waivers.

Any waivers of any provisions of this Agreement must be in writing and signed by the appropriate officers or representatives of the City and/or Developer, as the case may be.

3.15 Recording; Amendments.

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Office of the Recorder of McKenzie County, North Dakota. All amendments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Office of the Recorder of McKenzie County, North Dakota. Upon completion of the performance of this Agreement as to any portion of the Property, or its earlier revocation or termination, a statement evidencing and acknowledging said completion, revocation or termination shall be signed by the appropriate officers of the City and Developer and shall be recorded in the Office of the Recorder of McKenzie County, North Dakota.

The City Auditor shall record in the Office of the Recorder of McKenzie County, North Dakota any agreement that is executed in full or partial fulfillment of any requirement of this Agreement, within a reasonable time after approval of such agreement. The applicant shall provide a true, signed, and notarized original agreement to the City Auditor for this purpose.

3.16 Headings; Exhibits; Cross References.

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained in this Agreement. Any term used in an exhibit hereto shall

_____ Development

have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

3.17 Severability.

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

3.18 Continuing Enforceability

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not expire until the Improvement Works have been installed, and the times listed based on the installation of the Improvement Works has expired. The requirements of both Parties in this Agreement shall be enforceable until the expiration of the last time stated.

3.19 No Waiver

Neither the failure of either Party to exercise any power given such Party herein or to insist upon strict compliance by the other Party with its obligations herein, nor any custom or practice of the Parties at variance with the terms hereof, constitutes a waiver of either Party's right to demand exact compliance with the terms hereof.

3.20 Amendments

No addition to or modification of any provisions contained in this Agreement shall be effective unless fully set forth in writing and executed by both City and Developer.

3.21 Authority

All requisite action (corporate, partnership, limited liability company, trust or otherwise) has been taken by Developer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Developer have the legal power, right and actual authority to bind Developer to the terms and conditions hereof and thereof.

SECTION 4. PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PROPOSED DEVELOPMENT.

4.1 Subdivision Maps.

_____ Development

- (a) Except as provided in subsection (b) of this section, the parties agree that any subdivision maps required or requested by Developer in connection with the Proposed Development shall be reviewed by the City and considered for approval in accordance with the Applicable Rules.
- (b) City agrees to accept and timely process all subdivision maps requested by the Developer in accordance with the Applicable Rules. Developer agrees that City may require one or more of the following prior to the recordation of a Final Subdivision Map:
 - (1) City approval of any material amendment to the Master Traffic Impact Analysis, if applicable;
 - (2) City approval of and conformance to the Storm Water Management Plan, if applicable;
 - (3) Land dedications as specifically required by this Agreement;
 - (4) Developer's execution of subdivision improvement, maintenance and warranty agreements with the City to assure such development; and
 - (5) In the event that Developer requests the formation of a Special Improvement District to develop infrastructure in the Proposed Development, the City approval of a resolution or similar statement indicating the City's intent to create such Special Improvement District, or in the absence thereof, land dedications and Developer's execution of the City's design standards to otherwise assure such development on the terms and conditions as set forth in this Agreement. Nothing in this Agreement requires the City to approve a Special Improvement District.

Commented [DG8]: Update as necessary for individual project.

4.2 Modifications to Subdivision Map.

Developer shall have the right to have nonmaterial modifications to the Proposed Development reviewed and acted upon administratively.

- (a) A nonmaterial modification is a modification requested by the Developer that:
 - (1) meets or exceeds the requirements of the development standards applicable to the zoning district for the portion of the Property for which such modification is sought;
 - (2) does not decrease the amount of open space provided, and thus expressly includes as a nonmaterial modification any modification that relocates the open spaces as to result in open space of equal or greater land area;

- (3) does not increase the amount of land area covered by this Agreement (except for such area as may result from a lot line adjustment, or an adjustment to achieve a corrected legal description for any portion of the Property, or to include contiguous land owned by a governmental entity on which any work of improvement is to be undertaken by Developer); and
 - (4) does not involve a relocation of land use classifications (e.g., residential, commercial, industrial) that would vary the area of the portion of land for which such classification is applicable.
- (b) A nonmaterial modification includes any rearrangement of the internal street pattern that increases or has no significant impact on the efficiency of traffic patterns, increases or has no significant impact on the efficiency of utility services, or improves or has no significant impact on drainage patterns, as determined by the Planning Director after consultation with the City Department of Public Works and Engineering.
- (c) A nonmaterial modification shall be reviewed and acted on administratively by the City within thirty (30) days of submission by Developer. If Developer is aggrieved by the decisions of the Director of Public Works, Developer may appeal that decision to the City.
- (d) A material modification of the Proposed Development includes any modification that does not qualify as a nonmaterial modification of the Proposed Development and shall be processed as an amendment to this Agreement.

Commented [DG9]: A policy needs to be developed to outline how a nonmaterial modification is handled.

4.3 Maintenance of Public and Common Areas.

City hereby agrees that, except for any sidewalks, landscaped areas, and landscape appurtenances located inside of the public right-of-way, all of the public right-of-way which are within or adjacent to the Proposed Development will be maintained by the City, as required by law, after construction by the Developer and acceptance by the WCCC per the Subdivision Improvement, Maintenance, and Warranty Agreement (SI&A). Storm water management works, outside of the public right of way, such as drainage ditches or storm water management ponds in drainage easements shall be maintained by the Developer. All landscaping within the public rights-of-way or adjacent to the Proposed Development shall be privately maintained in accordance with requirements providing certain standards and regulations relating to, but not limited to, reserve accounts and liability insurance. Appropriate encroachment agreements shall be entered for all such landscaping.

4.4 Additional Property.

Developer may not include property outside the boundaries of the Proposed Development within the terms of this Agreement without the prior approval of the City.

_____ Development

Said approval shall be solely in the discretion of the City. If Developer requests additional property to be included, the City must reconsider additional impacts of the proposed additional development and must ensure that all impacts are appropriately mitigated through Developer contributions, unit fees, and any other allowable revenue source. Furthermore, the City reserves the right to adjust the terms of this Agreement as a condition for allowing the addition of property. The Developer shall submit an updated Master Plan Map.

Commented [DG10]: Keep if applicable to development.

4.5 Phasing Schedule.

Commented [DG11]: Add language regarding second access point construction per Appendix D of the IFC here when applicable.

- (a) In accordance with this section, the Developer is proposing a phasing schedule to give notice to the City the Developer's intent to phase the Proposed Development.
- (b) The number of dwelling units or non-residential floor area shall not exceed the maximum number permitted for any time period as established in the phasing schedule, except that:
 - (1) any unused increment of development during any time period established in the phasing schedule may be applied to the next or subsequent periods of the phasing schedule;
 - (2) the City may approve additional dwelling units or non-residential floor area during any time period if it finds, in its sole discretion, that there are adequate public facilities and services to accommodate the additional development; and
 - (3) Developer shall provide a quarterly report of the construction that has been completed to the Planning Director. The report may include a summary of activity for the previous quarter and projections for the next quarter.
 - (4) Developer must follow approved phasing schedule.
- (c) All phases must be completed in such a manner as to be considered "final" if no further phases are completed. Examples include creating cul-de-sacs on roads that are to be completed as through roads, grading in a manner so as not to cause harm to infrastructure or neighboring property, re-vegetating and making safe disturbed areas that were not developed, etc.

Phasing schedule for _____ subdivision

Phase	Number of Units	Zone	Year Being/End	Construction of Offsite Infrastructure

_____ Development

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- (d) Approved zoning, as listed in Section 4.5.c, shall be effective for a maximum of twelve (12) months past the schedule date listed in Section 4.5.c. If construction and/or development is not diligently pursued within the twelve (12) months, the zoning shall revert back to its original zoning.

SECTION 5. REVIEW AND DEFAULT

5.1 Frequency of Reviews; Biennial Review.

Pursuant to the Code, the City may request, pursuant to written notice to Developer, to review the development once every twenty-four (24) months during the term of this Agreement. In the event the City provides such notice, Developer shall have thirty (30) days to provide a written report to the City containing the reporting requirements stated below. If it becomes apparent that Developer will not be able to meet timelines set by this Agreement, the City may act preemptively in requiring reviews and action from Developer. This paragraph does not mean that Developer is not required to work with City staff throughout the entire development process.

Reporting requirements include information regarding the progress of development within the Proposed Development, including, without limitation: (i) data showing the total number of units built and approved on the date of the report; (ii) specific densities within each portion of the Proposed Development as a whole; and (iii) the status of development within the Proposed Development and the anticipated phases of development for the next calendar year. In the event Developer fails to submit such a report, Developer shall be in default of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review shall, at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard.

The report required by this Section 5 shall be considered by the City solely in accordance with the rules and procedures of the Watford City Code. City and Developer shall each be permitted an opportunity to be heard orally and in writing before the City regarding performance of the parties under this Agreement.

5.3 General Provisions-Default.

In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other party written notice of such alleged default. The effective delivery date for such notice shall be determined as provided in Section 9 of this Agreement. The notice alleging such default shall specify the nature of the alleged default and the manner and reasonable period of time within which it may be satisfactorily corrected or cured, during which period the party alleged to be in default shall not be considered to be in default for the purposes of termination of this Agreement or for serving as a basis for the institution of legal proceedings. Such

_____ Development

period for correction or cure of such alleged default shall be not be less than thirty (30) days and shall be subject to the terms this subsection. If the alleged default is corrected, then no default shall exist and the party having furnished notice of the alleged default shall take no further action. If the alleged default is not corrected, the party charging noncompliance may elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City.
- (b) Amendment or Termination by City. Following consideration of the evidence presented before the City and a finding that a default has occurred by Developer and remains uncorrected, City may amend or terminate this Agreement. In the event of default by Developer, the City shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of Developer's obligations hereunder under the procedures set forth in this Section. City also reserves the right to terminate this Agreement and pursue collection and/or performance of any of Developer's obligations that were required by this Agreement up to the point of termination. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer, as determined under the Applicable Rules and North Dakota Law, existing or received as of the date of the termination and to the extent that Developer has performed its obligations under this Agreement. Developer shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to this Section hereof.
- (c) Termination by Developer. In the event the City substantially defaults under this Agreement, Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of the City's obligations hereunder in accordance with procedures set forth in this Section.
- (d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Unavoidable Delay, Extension of Time.

Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection strikes, walkouts, riots, floods, earthquakes, fires casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the City) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, or similar matters beyond the control of the parties. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to the City within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the City within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the City and Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to 5.1 above.

5.5 Legal Action.

The City and Developer agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, the City and Developer may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, and the failure of the notified party to cure such non-compliance within the time period set forth in Section 5.3, a public hearing must be held by the City where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court, and the decision of the City shall be overturned or overruled if its decision is clearly arbitrary or capricious or otherwise invalid, or is contrary to the court's interpretation of this Agreement. Judicial review of the decision of the City shall be limited to the evidence presented to the City at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall reside exclusively with the Northwest Judicial District Court, State of North Dakota.

5.6 Applicable Laws; Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder, except as specifically provided for hereunder.

SECTION 6. INFRASTRUCTURE OBLIGATIONS.

6.1 General

Developer shall provide the infrastructure described in this Section and as described in the Subdivision Improvement, Maintenance, and Warranty Agreement (SI&A).

6.2 Open Space

- (a) Developer shall design and construct the open space and parks described in this Section. All such facilities shall meet the requirements of the Applicable Rules and be available for the nonexclusive use of the residents of the Proposed Development.
- (b) Subdivisions shall be required to provide open space per the Code. Each area set aside for such purposes shall be of suitable size, dimension, topography, and general character and shall have adequate road, trailhead, scenic overlook or similar access for the particular purposes envisioned by the Developer and Planning Commission. The open areas shall be shown and marked on any Final Map.
- (c) At no cost to the City, Developer shall design, construct and provide access to the developed and undeveloped open space identified in any Subdivision Map submitted by Developer and approved by the City for any portion of the Proposed Development.
- (d) Each park required by this Section shall include some or all of the following amenities, unless the requirement is waived by the City: open fields, trees and other plantings, irrigation if needed, picnic areas, jogging and walking paths, and other apparatuses designed to serve the residents of the Proposed Development on a nonexclusive basis.
- (e) Per the Master Plan Map in Exhibit C, the Developer shall be required to provide acres of Open Space for the entirety of the Proposed Development.
- a. The Developer has opted to provide payment in lieu of open space and shall pay the City \$_____. The City shall only utilize the funds for agreed upon purposes only.
- b. The Developer has opted to provide developed/undeveloped Open Space. Proposed open space shall be identified in Exhibit C and on any Subdivision Maps submitted by the Developer.
- (f) The land dedicated for Open Space shall be owned and maintained by .

Commented [DG12]: Fill in acreage required to be supplied by Developer.

Commented [DG13]: Pick One.

Commented [DG14]: Fill in agreed upon owner. If it is a different entity than one of the two parties, they may need to be signers on the DA.

6.3 Dedication for Community Facilities.

- (a) Residential subdivisions shall be required to allocate and provide acreage for the development of school sites, hospitals or other community related development; or, at the option of the Developer, cash in lieu of allocating and providing acreage for such uses. As used in this Section 8, the term "dedicate" or "dedication" with respect to land shall mean the designation and allocation of such land for specified use, and therefore does not preclude Developer from selling such land to a third party for the development thereof by such third party for such use, and similarly does not mean or imply any obligation upon Developer for the donation or contribution of any such land.
- (b) Per the Master Plan Map in Exhibit C, the Developer shall be required to provide acres for Community Facilities for the entirety of the Proposed Development.
- a. The Developer has opted to provide payment in lieu of land dedication for Community Facilities and shall pay the City \$. The City shall only utilize the funds for agreed upon purposes only.
- b. The Developer has opted to dedicate land for purposed of Community Facilities as identified on Exhibit C and on any Subdivision Maps submitted by the Developer.

Commented [DG15]: Fill in acreage.

Commented [DG16]: Pick One.

6.4 Improvement Works

Improvement Works shall be provided by the Developer as required by the Subdivision Improvement, Maintenance, and Warranty Agreement for each Subdivision Map and/or Phase. The complete performance of construction of all Improvement Works shall be secured by a City approved Performance Bond in the amount of (or an irrevocable commercial letter of credit from a lending institution located in McKenzie County, ND in the amount of) representing an amount which is equal to the required one hundred twenty five percent (125%) of the cost of all required improvements.

Commented [DG17]: Is this sufficient?

SECTION 7. SPECIAL IMPROVEMENT DISTRICTS.

City may consider any applications for Developer initiated special improvement districts which may be identified as material to the development of the Proposed Development. The Parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to all applicable State and City laws, policies and procedures.

SECTION 8. UNIT FEES.

8.1 Unit Fees

Developer shall be subject to the payment of unit fees attributable to the portion of the

 Development

Proposed Development to be developed at the time that any building permit is requested by Developer for such portion of the Proposed Development.

- (a) The Proposed Development is subject to unit fees and shall pay said unit fees at the rate adopted by City.
- (b) Developer remains subject to unit fees that are adopted by the City at the time any building permit is requested by Developer in connection with the Proposed Development. Refunds of unit fees will not be given to Developer if Developer fails to construct the permitted building(s).

8.2 Police Services.

Developer shall contribute a Unit Fee to the City in the amount of Five Hundred Dollars (\$500.00), upon the issuance of a building permit for each residential unit in the Proposed Development to the City's Capital Account for the sole and discretionary provision of the Watford City police department.

8.3 Fire Protection.

Developer shall contribute a Unit Fee, to the City, in the amount of Five Hundred Dollars (\$500.00), upon the issuance of a building permit for each residential unit in the Proposed Development, to the City's Capital Account for the sole and discretionary provision of fire services for the City.

8.4 Ambulance Service.

Developer shall contribute a Unit Fee, to the City, in the amount of Five Hundred Dollars (\$500.00), upon the issuance of a building permit for each residential unit in the Proposed Development, to the City's Capital Account for the sole and discretionary provision of ambulance services for the City.

8.5 Streets and Highways.

Developer shall be subject to fees for streets and highways and shall pay said fees at the rate adopted by City in compliance with all local, state and federal laws, and any future adjustments of such laws. Developer may deduct from, or otherwise apply a credit towards, such fees any amounts paid pursuant to the Master Traffic Impact Analysis. Developer shall be credited for any overpayment of fees or shall pay the balance of any under payment of fees. In assessing such fees, the Developer shall be given a credit for the amount paid for any transportation improvements provided by Developer under the terms of the agreement that are a part of City's capital improvement plan as adopted. Developer remains subject, however, to fees for the construction of streets and highways that are adopted by City at the time any building permit is requested by Developer in connection with the Proposed Development. Fees for streets and highways attributable to each portion of the Proposed Development shall be paid by Developer as a one-time payment at the time that building permits are issued for such portion of the Proposed Development.

_____ Development

8.6 Public Parks.

In addition to the amount of park area and undeveloped open space that is required to be provided by the Developer, Developer shall also pay to the City a unit fee for public park services in the amount of a one-time payment of Five Hundred Dollars (\$500.00) for each residential unit upon the issuance of a building permit for such residential unit. The City agrees that this fee is to be used by the City solely to operate, construct and/or maintain any public parks owned and operated by the City.

8.7 School District.

Developer shall contribute, to the City, a Unit Fee in the amount of Five Hundred Dollars (\$500.00) for each building permit issued for a residential unit within the Proposed Development. The City agrees that this fee is to be for the sole discretionary use of the McKenzie County School District. *(Amended July 1, 2014)*

Commented [DG18]: Only include if applicable to Development.

Commented [DG19R18]: Update language if it is a Commercial/Industrial subdivision.

SECTION 9. NOTICES.

All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and shall be deemed to be given: (a) if delivered in person, on the date of such actual receipt, (b) if by mail, the third business day after deposit thereof in a regularly maintained receptacle for the United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to the intended addressee at the address specified below for the such addressee, (c) if by overnight courier service, the next business day after acceptance of deposit thereof with such courier service addressed to the intended addressee at the address specified below for the such addressee and for which signed receipt of the intended addressee is required. Notices shall be addressed as follows:

To City: City of Watford City,
P.O. Box 494
Watford City, North Dakota 58854
Attention: Auditor

To Developer:

With Copy to:

Either party may change its address and/or contact persons by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

_____ Development

SECTION 10. DURATION OF AGREEMENT.

10.1 Expiration.

This Agreement shall be in effect until the Proposed Development is complete.

10.2 Extension.

The City, in its sole discretion, may extend the term of this Agreement upon the following conditions:

- (a) Developer provides written notice of such extension to the City prior to the expiration of the original term of this Agreement;
- (b) Developer is not in default of this Agreement; and
- (c) If approved by the City, the extension shall be is granted in writing and this Agreement shall be deemed amended accordingly.

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

DEVELOPER:

By: _____

Title: _____

CITY:

By: _____

SUBSCRIBED AND SWORN TO before me
on this _____ day of _____,
20__.

Attest:
Auditor

Notary Public in and for said City and
State

By: _____

_____ Development

EXHIBIT A

[Legal Description of Property Subject To Agreement]

EXHIBIT B

[Master Traffic Impact Analysis]

EXHIBIT C

[Master Plan Map]

DRAFT

April 4, 2022

Justin Smith

Public Works Director
City of Watford City
213 2nd Street NE
Watford City, ND 58854

Grace Demars, PE

City Engineer
City of Watford City
213 2nd Street NE
Watford City, ND 58854

RE: Watford City – Task Order No. 3 – WaterSMART Grant Application Development

Dear Justin and Grace,

Thank you for the opportunity to submit Task Order No. 3 to develop a grant application for the Bureau of Reclamation's WaterSMART Program. The professional fees for conducting this project are proposed as standard hourly rates plus reimbursable expenses, not-to-exceed \$14,935.

The Bureau of Reclamation WaterSMART (Sustain and Manage America's Resources for Tomorrow) Grant Program provides 50/50 cost share funding to irrigation and water districts, tribes, states, and other entities with water or power delivery authority. Specifically, the WaterSMART Grant Program offers grant funding for "Small-Scale Water Efficiency Projects (SWEP);" this grant program provides 50/50 cost share, not to exceed \$100,000, for projects costing less than \$225,000.

The purpose and goal of this project is to develop a grant application and secure grant dollars to fund a portion of the City's planned water meter upgrade project. The program encourages repeat applications, so the City will be eligible to resubmit an application for future rounds of grant funding under this program.

If you agree with the proposed scope and fee within the attached Task Order No. 3, please execute the Task Order, keep one fully executed version for your records and send us a fully executed copy for our records. We look forward to supporting and working alongside the City of Watford City on this important effort.

Respectfully,

Burian & Associates, LLC



Steve Burian, PE

President and CEO
Burian & Associates, LLC
E: Steve.Burian@burianassociates.com
C: 701.740.4881

Attachments.

TASK ORDER FOR THE CITY OF WATFORD CITY

Section 20, Item H.

This is **Task Order No. 3**,
consisting of **7** pages.

Task Order No. 3

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition for Study and Report Professional Services, dated April 23, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **April 4, 2022**
- b. Owner: **City of Watford City, North Dakota**
- c. Engineer: **Burian & Associates, LLC**
- d. Specific Project (title): **Watford City WaterSMART Grant Application Development**
- e. Specific Project (description): **The purpose of this Task Order is to develop a Bureau of Reclamation WaterSMART Grant Application for the City of Watford City.**

2. Services of Engineer

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

1. Task 1 – Project Management and Administration

- a. Provide general project management duties to coordinate the work between the Engineer and Owner, including providing updates to the Owner in a timely manner, responding to emails and calls from the Owner and Owner's representatives, coordination of the project team, monitoring of the project schedule and budget, invoicing, and other miscellaneous administrative tasks.
- b. Facilitate one (1) application development progress meeting with the Owner.
- c. Facilitate one (1) application review meeting with the Owner.

2. Task 2 – Data Request and Evaluation

- a. Request data from the Owner that is necessary for preparing the application. Data that is necessary for the application is anticipated to include, but not necessarily limited to:
 - 1) Water system GIS files, including water mains, meters, services, pressure zones, water towers, etc.
 - 2) Customer water meter/consumption volumetric data (2017 – 2021)
 - 3) Wholesale water purchase volumetric data (2017 – 2021)
 - 4) Relevant past planning efforts, including but not limited to Water Conservation Plans, Drought Contingency Plans, Water System Master Plans, etc.
- b. Evaluate the data and information as needed to generate the information required to comply with the application requirements.

3. Task 3 – Technical Proposal Preparation

- a. Prepare an executive summary.
- b. Develop a project location map and prepare the project location narrative.
- c. Prepare the project description and define project milestones.
- d. Based on the evaluation criteria required by the application, prepare responses to each evaluation criteria category.

4. Task 4 – Project Budget Preparation

- a. Prepare the funding plan and letters of commitment.
- b. Prepare the budget proposal.
- c. Prepare the budget narrative.
- d. Support the City in obtaining budgetary quotes from suppliers.

5. Task 5 – Grant Application Development and Submission

- a. Support the City during preparation and completion of the following mandatory federal forms:
 - 1) SF-424 Application for Federal Assistance
 - 2) SF-424 Budget Information (SF-424A)
 - 3) SF-424 Assurance (SF-424B)

- b. Prepare a title page and table of contents page.
- c. Prepare the environmental and cultural resources compliance section of the Application.
- d. Prepare the required permits or approvals section of the Application.
- e. Prepare an Official Resolution for the City.
- f. Package the Application and all necessary information into an electronic PDF for submission.
- g. Conduct a final review of the Application requirements to ensure the Application contains all necessary information.
- h. Send the electronic PDF to the Owner and support the online, electronic submission process.

6. Task 6 – Grant Administration

- a. Assist the City with various grant administration tasks following the submission of the application. Grant administration tasks could include, but are not necessarily limited to:
 - 1) Revising the application after the submission if directed by the Bureau of Reclamation.
 - 2) Submitting supplementary information requested by the Bureau of Reclamation.
 - 3) Helping the City answer questions asked by the Bureau of Reclamation.
 - 4) Assisting with funding distributions and grant reimbursement processes.
- b. ***Note: 10 hours of time has been budgeted for this Task. This task will not be utilized unless directed by the City.***

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. No Additional Services are anticipated on the Effective Date of this Task Order.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and as follows:
 - 1. Designate a person to act as the Owner's representative with respect to the services to be provided under this Agreement.
 - 2. Provide all necessary data and information to the Engineer to appropriately complete the WaterSMART Grant Application.
 - 3. Attend application development progress meeting with the Engineer.

4. Attend application review meeting with the Engineer.
5. Provide a thorough review of the application and all its contents to ensure accuracy prior to submission.

5. Task Order Schedule

- A. The parties agree to meet the following schedule:
 1. Task Order Approval: **April 4, 2022**
 2. Application development progress meeting: **April 11 – April 15, 2022**
 3. Application review meeting: **April 21 – April 25, 2022**
 4. Application submittal deadline: **April 28, 2022**

6. Payments to Engineer for Services and Reimbursable Expenses

- A. Article 4 of the Agreement is amended and supplemented to include the following agreement of parties:
 1. Basis of Compensation
 - a. The bases of compensation (compensation method) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be Standard Hourly Rates (plus any expenses expressly eligible for reimbursement).
 - b. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 6.A.2 below, and Appendix 1.
 - c. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - d. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached as Appendices 1 and 2, respectively.

- e. The total compensation for this Task Order will not exceed **\$14,935** without approved adjustments. This total compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any). The compensation required to perform each task is shown below; however, actual time and costs to complete various tasks may vary, and the Engineer is only constrained to by the total not-to-exceed maximum.

Task	Estimated Hours	Fee
<i>Study and Report Phase Services</i>		
Task 1 – Project Management and Administration	5	\$ 725
Task 2 – Data Request and Evaluation	12	\$ 1,740
Task 3 – Technical Proposal Preparation	26	\$ 3,770
Task 4 – Project Budget Preparation	24	\$ 3,480
Task 5 – Grant Application Development	26	\$ 3,770
Task 6 – Grant Administration	10	\$ 1,450
Total	103	\$ 14,935

- f. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
- g. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

2. Reimbursable Expenses

- a. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, as presented in Attachment 1.
- b. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer, as presented in Attachment 1.
- c. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. Not to Exceed Compensation Amounts

- a. Engineer's not to exceed compensation amount can only be adjusted by an approved amendment to this Task Order.
- b. When not to exceed compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount be exceeded for reasons beyond Engineers control, Engineer shall give Owner written notice thereof. Promptly

thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount through an approved amendment to this Task Order or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said not to exceed amount when such services are completed.

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

A. None

8. Other Modifications to Agreement and Exhibits:

A. None.

9. Attachments:

A. Appendix 1 and Appendix 2.

10. Other Documents Incorporated by Reference:

A. None.

11. Terms and Conditions

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

The Effective Date of this Task Order is **April 4, 2022**.

OWNER: **City of Watford City**

ENGINEER: **Burian & Associates, LLC**

By: _____

By: _____

Print Name: Philip K. Riely

Print Name: Steve L. Burian, PE

Title: Mayor

Title: President and CEO

Date Signed: _____

Date Signed: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Justin Smith

Name: Kellen Grubb

Title: Public Works Director

Title: Project Engineer

Address: 213 2nd Street NE
Watford City, ND 58854

Address: 4340 18th Avenue S, Suite 120
Fargo, ND 58103

E-Mail
Address: jusmith@nd.gov

E-Mail
Address: Kellen.Grubb@burianassociates.com

Phone: 701-241-1469

Phone: 701-641-8759

This is **Appendix 1**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition For Study and Report Professional Services** dated April 23, 2020.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Paragraph 6.A.2 in the Task Order. Rates and charges for reimbursable expenses as of the date of the Agreement are:

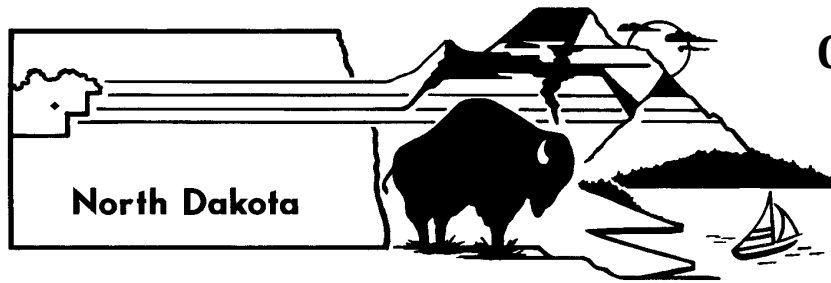
Black & White Photocopies	\$0.10 / page
Black & White Laser Printouts	\$0.20 / page
Color Photocopies	\$0.55 / page
Color Laser Printouts	\$0.55 / page
Robotic Total Station	\$35 / hour
GPS RTK Base/Rover System	\$50 / hour
GPS MidStates VRS Rover	\$30 / hour
UTV/ATV/Boat	\$100 / day
Meals	\$35 / day
Lodging	\$115 / night
Mileage	Mileage x Current IRS Rate
Out of Pocket Expenses	Cost x 1.10
Rental Car	Cost x 1.10
Consultants	Cost x 1.10

This is **Appendix 2**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition For Study and Report Professional Services** dated April 23, 2020.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Paragraph 6.A.1. Hourly rates for services as of the Effective Date of the Task Order are:

Administrative 1	\$ 65.00	GIS Specialist 1	\$ 90.00
Administrative 2	\$ 75.00	GIS Specialist 2	\$ 110.00
Administrative 3	\$ 85.00	GIS Specialist 3	\$ 130.00
		GIS Specialist 4	\$ 145.00
Business Support Specialist 1	\$ 90.00	GIS Specialist 5	\$ 155.00
Business Support Specialist 2	\$ 100.00	GIS Specialist 6	\$ 165.00
Business Support Specialist 3	\$ 110.00		
Business Support Specialist 4	\$ 120.00		
		Land Surveyor Assistant 1	\$ 70.00
Engineering Assistant 1	\$ 85.00	Land Surveyor Assistant 2	\$ 80.00
Engineering Assistant 2	\$ 95.00	Land Surveyor Assistant 3	\$ 90.00
Engineering Assistant 3	\$ 105.00	Land Surveyor 1	\$ 105.00
Engineer 1	\$ 115.00	Land Surveyor 2	\$ 125.00
Engineer 2	\$ 125.00	Land Surveyor 3	\$ 145.00
Engineer 3	\$ 145.00	Land Surveyor 4	\$ 160.00
Engineer 4	\$ 165.00	Land Surveyor 5	\$ 170.00
Engineer 5	\$ 185.00		
Engineer 6	\$ 205.00	Senior Consultant 1	\$ 150.00
Engineer 7	\$ 220.00	Senior Consultant 2	\$ 165.00
Engineer 8	\$ 240.00	Senior Consultant 3	\$ 180.00
Engineer 9	\$ 260.00	Senior Consultant 4	\$ 205.00
		Senior Consultant 5	\$ 215.00
Engineering Technician 1	\$ 70.00	Intern 1	\$ 60.00
Engineering Technician 2	\$ 90.00	Intern 2	\$ 70.00
Engineering Technician 3	\$ 110.00	Intern 3	\$ 80.00
Engineering Technician 4	\$ 130.00	Intern 4	\$ 90.00
Engineering Technician 5	\$ 145.00		
Engineering Technician 6	\$ 160.00		
Engineering Technician 7	\$ 180.00		



City of Watford City

213 2nd St. NE / PO Box 494

Watford City, ND 58854

Ph. 701-444-2533

Fax 701-444-3004

Celebrating 100 Years - 2014

cityofwatfordcity.com

March 30, 2022

City Planner/Administrator
Report to Council, March 2022

Wolf Pup Daycare #2 Project (Temporary and Permanent)

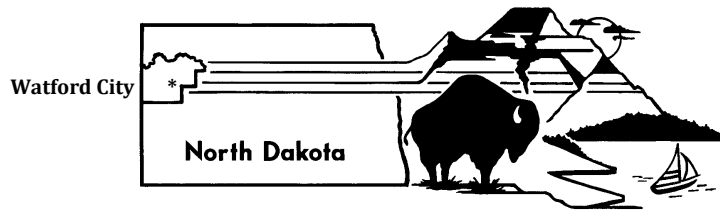
Site selection options
Funding sources
Contractor/Engineer/Architect
Timeframe

Rough Rider Center/School District

User agreement negotiations
5 year plan
Utilization plan
Deferred maintenance plan

JDA Housing Sub-Committee

Future of Infrastructure Subsidy Program
Feasibility & Impact



City of Watford City

213 2nd St. NE

PO Box 494

Watford City, ND 58854

Ph. 701- 444- 2533

Fax 701- 444- 3004

<http://cityofwatfordcity.com/>

March 31, 2022

Public Works Superintendent

Report to Council, Activities for the Month of March 2022:

Office

- Project documentation and planning
 - Cross connection program, water meter grant.
 - Pavement marking, joint sealing.
 - Cemetery irrigation, deer hunting season.
 - City shop building and site layout.
 - Main St. reconstruction utility conflicts.
- Safety program updates.

Water/Wastewater

- WRRF basin cleaning nearly complete.
- WRRF maintenance to resume next month.
- Hydrant flushing starting in April.
- Water main pressure testing in South Park.

Sanitation

- Normal operations.
- Container repair ongoing.

Road

- Street sweeping started.
- Sign repair ongoing.
- Street light repairs delayed, but will resume in April.
- Misc. facility repairs – visitor center, civic center, golf course.

Vector/Forestry

- Addressing severe scale problem on cemetery trees.
- Season prep started.

Justin Smith

Superintendent

Watford City Public Works



**City of Watford City
Watford City**

213 2nd St. NE

Po Box 494

Watford City, ND 58854

Ph 701-444-2533

Fax 701-444-3004

Celebrating 100 Years - 2014

watford.mckenziecounty.net

Section 23, ItemA.

Assessor's Office Update

In March :

- Sent out increase notices for the 2022 values. Because of the new Vanguard manual more notices were generated this year. The increase in building costs were addressed in the new manual therefore increasing the Replacement Cost New of every building.
- Fielded calls from concerned property owners regarding property values. Explaining increased building costs made sense to most.
- Determined values for commercial income-based properties. Figured in obsolescence for apartment buildings, motels, and retail spaces.
- Uploaded sales ratio BX form to the state tax department.
- Worked on Code Enforcement Issues including sidewalks not cleared, barking dogs, trash blowing around and parking violations.

In April :

- Hold Equalization Meetings in Arnegard and Watford City.
 - Arnegard is Monday, April 11th at 6:00 p.m.
 - Watford City is Tuesday, April 12th at 6:00 p.m.
- Work with property owners that appeal to the Equalization Board to come to a resolution on their property values that is satisfactory to everyone.
- Finalize any changes that are determine incorrect at the equalization meetings.
- Send approval/denial letters to Homestead Credit and Disabled Veterans Credit applicants.
- File 2021 sales and property cards.
- Determine the 2022 reassessment district.
- Worked on Code Enforcement Issues including parking on 8th Street NW.

April 2022 Bill List

March Expenditures

Check #	Payee	Description	Date Paid	Amount
Dir Dep	Payroll	Net Payroll	March 2022	\$287,388.46
EFT	AFLAC	Aflac AT	3/28/2022	\$1,476.60
EFT	AFLAC	Aflac BT	3/28/2022	\$2,510.14
EFT	EFTPS	Payroll taxes	3/14/2022	\$53,758.24
EFT	EFTPS	Payroll taxes	3/28/2022	\$54,814.51
EFT	Nationwide Financial	Nationwide AT	3/14/2022	\$860.70
EFT	Nationwide Financial	Nationwide AT	3/14/2022	\$881.42
EFT	Nationwide Retirement Solutions	Nationwide BT	3/14/2022	\$2,837.66
EFT	Nationwide Retirement Solutions	Nationwide BT	3/28/2022	\$2,958.08
EFT	NDPERS	Payroll-Deferred Compensation	3/14/2022	\$3,297.50
EFT	NDPERS	Payroll-Deferred Compensation	3/28/2022	\$3,397.50
EFT	TASC	Payroll - Flex	3/14/2022	\$2,800.67
EFT	TASC	Payroll - Flex	3/28/2022	\$2,800.67
EFT	Wolf Run Village, Inc.	Wolf Run 3	3/28/2022	\$600.00
47620	ND Fraternal Order of Police	Legal Defense	2/27/2022	\$744.32
47723	Symetra Life Insurance Company	Symetra L AD&D	3/28/2022	\$1,194.70
EFT	ND Child Support Division	ND Child Support	3/14/2022	\$825.00
EFT	ND Child Support Division	ND Child Support	3/28/2022	\$825.00
47702	Accusource	background checks	3/11/2022	\$65.50
47703	Agency Mabu	Tourism March	3/11/2022	\$4,346.25
47704	Armor Interactive	CH monthly IT	3/11/2022	\$2,644.08
47705	CIM Sanitary Tech	monthly cleaning	3/11/2022	\$2,500.00
47706	DAWA Solutions Group	Tourism app notes	3/11/2022	\$284.00
47707	Farmers Union Oil	PW fuel, PD supplies	3/11/2022	\$8,189.91
47719	First International Insurance	notary paperwork	3/11/2022	\$150.00
47708	Information Technology Dept.	Monthly internet fees	3/11/2022	\$4,933.25
47709	Jack and Jill	CH supplies	3/11/2022	\$8.67
47710	Lund Oil Inc.	PD/Bldg Gas	3/11/2022	\$2,575.38
47711	McKenzie County Landfill	February tipping fees	3/11/2022	\$16,129.40
47712	McKenzie County Tourism	ND Tourism rest area program	3/11/2022	\$911.69
47713	McKenzie County Water Resource	February Water Usage & Golf Course water	3/11/2022	\$79,868.43
47714	Montana Dakota Utilities	New service/Golf Course - 3104 4th Ave NE	3/11/2022	\$328.96
47720	ND Secretary of State	notary paperwork	3/11/2022	\$108.00
47721	ND Tourism	Tourism:occupancy tax	3/11/2022	\$1,035.90
47715	One Call Concepts	February One Call Locates	3/11/2022	\$27.50
47716	Paige Johnson	meal/mileage reimbursement	3/11/2022	\$267.78
47717	Rough Rider Center	farmer ads/wedding pro/facebook ads	3/11/2022	\$414.00
47722	Starion Bond Service	Oil & Gas/Highway Bonds of 2013	3/11/2022	\$171,462.50
47718	WCCBA	Tourism:general fund budget	3/11/2022	\$928.23
ACH	Andrew Langowski	meal reimbursement	3/11/2022	\$140.00
ACH	Anthony Ell	meal reimbursement	3/11/2022	\$140.00
ACH	Korey Lass	meal reimbursement	3/11/2022	\$64.00
ACH	Steve Sanford	FD meal reimbursement	3/11/2022	\$167.15
EFT	City of Watford City	FD House Utility bill	3/14/2022	\$53.08
EFT	City of Watford City	Golf Course garbage	3/14/2022	\$365.01
EFT	JPMorgan Chase Bank	Purchase cards	3/30/2022	\$5,076.64
EFT	M Squared Contracting	50% golf course deck project	3/14/2022	\$5,574.80
EFT	Marco Technologies	Contract: February 2022	3/14/2022	\$1,846.24
EFT	McKenzie Electric	Electric Charges - City & Golf Course	3/14/2022	\$6,018.00
EFT	Montana Dakota Utilities	gas/electric services	3/14/2022	\$23,959.24
EFT	Quadient Finance USA	postage for postage machine	3/14/2022	\$500.00
EFT	Reservation Telephone	phone/internet services	3/14/2022	\$2,944.53
EFT	Valli Information Systems	BDS Utility bills	3/14/2022	\$901.02
EFT	Verizon Wireless	cell phone service	3/14/2022	\$3,164.53
EFT	Visa	credit card statement	3/14/2022	\$1,237.40
EFT	Watford City Airport Authority	Runway Loan Airport	3/25/2022	\$1,275,730.66
EFT	WEX Bank	Gas/fuel	3/14/2022	\$6,564.69
EFT	Wolf Run Village II	Wolf Run deficit amount	3/14/2022	\$10,000.00
TOTAL				\$2,065,597.59

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27491		1960 701 CLEAN LLC	75.00					
	41503	03/02/22 PW street light iced over	75.00			2010 431300	391	101000
		Total for Vendor:	75.00					
27595		1595 ACCUSOURCE INC.	194.08					
	103252	03/31/22 M.Moreno-pre-employ	65.50			1000 415000	260	101000
	103252	03/31/22 K.Higgins - Taxi	76.29			1000 415000	260	101000
	103252	03/31/22 D. Fruchey - Taxi	52.29			1000 415000	260	101000
		Total for Vendor:	194.08					
27493		748 ADVANCED ELEMENTS, INC	898.00					
	79438	03/15/22 Municipal Engineering Services	898.00			5020 433000	351	101000
27557		748 ADVANCED ELEMENTS, INC	5,000.00					
	1472	03/11/22 OpWorks - renewal	5,000.00			5020 433000	672	101000
		Total for Vendor:	5,898.00					
27492		495 AGRI INDUSTRIES, INC & SAX	5,517.66					
	WO-002976	12/17/21 GC pump service	2,951.26			5020 433010	446	101000
	WO-002977	03/14/22 GC pump service	2,566.40			5020 433010	446	101000
		Total for Vendor:	5,517.66					
27565		2438 ALEXANDER COMETS YOUTH WRESTLING	2,500.00					
	RRF Enhancement grant		2,500.00			2399 427200	815	101010
		Total for Vendor:	2,500.00					
27494		1987 ARMOR INTERACTIVE	5,218.00					
	City Hall - April 2022							
	22154	03/15/22 CH managed server/backup-Apr	5,218.00			1000 415000	417	101000
27495		1987 ARMOR INTERACTIVE	4,363.39					
	April 2022							
	22155	03/15/22 PD managed service agreement	4,141.91			1000 421000	351	101000
	22256	03/24/22 PD server software	221.48			1000 421000	347	101000

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27496		1987 ARMOR INTERACTIVE	1,132.94					
April 2022								
	22225	03/16/22 RRCmanaged server/backup-Apr	1,132.94			2240 416000	307	101000
		Total for Vendor:	10,714.33					
27508		635 BADLANDS HARDWARE, INC.	238.38					
	2202078232	02/27/22 CH glass cleaner	4.79			1000 416000	421	101000
	2203079606	03/11/22 passage lever	32.99			2010 431300	420	101000
	2203081481	03/25/22 extension spring	5.99			2010 431300	426	101000
	2203080305	03/17/22 WWTF brass hose/pro hose	173.36			5020 433010	420	101000
	2203079923	03/14/22 PD evoc cones	10.78			1000 421000	388	101000
	2203080187	03/16/22 PD dish soap	10.47			1000 421000	410	101000
		Total for Vendor:	238.38					
27501		2180 BAKER COMMODITIES INC	35.00					
	8200379293	02/28/22 GC grease trap clean out	35.00*			2245 430500	307	101000
		Total for Vendor:	35.00					
27506		70 BALCO UNIFORM COMP., INC.	4,219.02					
	66002-2	03/08/22 uniforms	169.25			1000 421000	422	101000
	66001-2	03/03/22 namebars	152.20			1000 421000	422	101000
	66002-1	03/02/22 uniforms	466.02			1000 421000	422	101000
	66001-1	03/02/22 dbl cuffs/tie bar/clip ons/ba	374.92			1000 421000	422	101000
	66000	03/23/22 PD nametapes	3,056.63			1000 421000	422	101000
		Total for Vendor:	4,219.02					
27504		1825 BEK CONSULTING LLC	16,496.24					
	5216	03/09/22 301 11th Street curb stop repa	2,372.90			5010 434000	438	101000
	5217	03/09/22 GC gate valve install	14,123.34			4039 450500	680	101000
		Total for Vendor:	16,496.24					
27499		2269 BLUE TO GOLD LLC	747.00					
	IGS0006	03/20/22 Angelica DeLaTorre training	747.00			1000 421000	444	101000
		Total for Vendor:	747.00					

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27505		1358 BORDER STATES ELECTRIC SUPPLY	257.79					
	923816011	03/08/22 GC lights	48.04			2245 430500	416	101000
	923766212	02/28/22 GC lights	79.81			2245 430500	416	101000
	923911603	03/24/22 #70 step bit	129.94			2010 431300	426	101000
		Total for Vendor:	257.79					
27503		1856 BRADY'S TOWING & RECOVERY LLC	650.00					
	21-10535	10/10/21 PD Tow:2014 chevy cruze	125.00			1000 421000	433	101000
	22-11464	03/21/22 PD Tow: Chevy S-10	125.00			1000 421000	433	101000
	22-11495	03/29/22 PD tow:Ford F150	125.00			1000 421000	433	101000
	22-11486	03/26/22 PD tow: 2020 chevy silverdo	275.00			1000 421000	433	101000
		Total for Vendor:	650.00					
27500		1616 BROSZ ENGINEERING, INC.	2,555.00					
	W2232	03/02/22 2nd Ave SW-Shared path	2,555.00			1000 414200	351	101000
		Total for Vendor:	2,555.00					
27507		1442 BUTLER MACHINERY	7,039.42					
	09W0010927	03/17/22 scada server	2,563.04*		3	5010 434000	426	101000
	09W0010932	03/19/22 #93 troubleshoot engine	4,476.38			2010 431300	426	101000
		Total for Vendor:	7,039.42					
27511		1439 C EMERY NELSON, INC.	574.65					
	38736	03/10/22 felt element	574.65			5020 433010	446	101000
		Total for Vendor:	574.65					
27515		1787 C&D WATER SERVICES	70.00					
	1240731	03/09/22 Water for City Hall	43.75			1000 415000	410	101000
	1241269	03/23/22 Water for City Hall	26.25			1000 415000	410	101000
		Total for Vendor:	70.00					
27593		2318 CALLAWAY	2,093.06					
	934381091	02/28/22 GC:epic max-credit(returned	-1,948.80			2245 151200		101000
	934400513	03/02/22 GC equip prebook	675.90			2245 151200		101000
	934411048	03/04/22 GC equip prebook	283.50			2245 151200		101000
	934453886	03/11/22 GC equip prebook	259.20			2245 151200		101000

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	934539708	03/25/22 GC demo 2022	383.81			2245 151200		101000
	934561274	03/31/22 GC spring prebook	2,439.45			2245 151200		101000
		Total for Vendor:	2,093.06					
27513		1438 CANAD INNS DESTINATION CENTER	172.80					
Ivory		Tower Training in Grand Forks						
	197084	03/07/22 PD:Jensen training	86.40			1000 421000	444	101000
	184609	03/07/22 PD:Lass training	86.40			1000 421000	444	101000
		Total for Vendor:	172.80					
27521		2014 CDW GOVERNMENT	6,278.00					
	T525211	03/15/22 PD new toughbooks	6,278.00			2290 421000	661	101000
		Total for Vendor:	6,278.00					
27591		1524 CIM SANITARY TECH	2,500.00					
	9142591	04/03/22 contract cleaning 3/14-3/18	1,250.00			1000 416000	307	101000
		contract cleaning 3/21-3/25	1,250.00			1000 416000	307	101000
		Total for Vendor:	2,500.00					
27510		2031 CIMCO REFRIGERATION INC.	8,220.00					
	90807183	02/28/22 RRC contract 1/17/22-4/16/22	8,220.00			2240 416000	307	101000
		Total for Vendor:	8,220.00					
27514		1911 CODE RED TOWING	575.00					
	22-4537	03/07/22 PD tow: 2014 volkswagon jetta	200.00			1000 421000	433	101000
	22-4569	03/16/22 PD tow: 2004 ford f-250	125.00			1000 421000	433	101000
	22-4579	03/19/22 PD tow:red vehicle	125.00			1000 421000	433	101000
	22-4591	03/23/22 PD tow: white bolt	125.00			1000 421000	433	101000
		Total for Vendor:	575.00					
27516		1577 COLE PAPERS, INC	235.32					
	10112118	03/03/22 paper towels/toilet paper	111.96			1000 416000	421	101000
	10113332	03/03/22 lysol deodorizer	123.36			1000 416000	421	101000
		Total for Vendor:	235.32					

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27509		1385 COUNTRY INN AND SUITES FARGO	960.00					
	70060	03/11/22 PD Bostic hotel room	480.00			1000 421000	444	101000
	70334	03/18/22 PD Bostic hotel room	480.00			1000 421000	444	101000
		Total for Vendor:	960.00					
27520		2029 D'S CUSTOM LLC	800.00					
	197	03/18/22 PD Unit #15 - interior detail	100.00			1000 421000	419	101000
	chevypicku	03/18/22 PD #26 polish old lines	350.00			1000 421000	419	101000
	196	03/18/22 PD Unit #28 buff scratches	350.00			1000 421000	419	101000
		Total for Vendor:	800.00					
27519		1306 DARRINGTON SNOW REMOVAL	125.00					
		snow removal: Dates in February 2022 : 21						
	2508	03/02/22 snow removal-Long X Visitor ce	125.00			1000 416000	307	101000
		Total for Vendor:	125.00					
27522		2310 ECOLAB	104.30					
		2/28/22-3/27/22						
	6267704259	02/28/22 GC dishwasher rental	104.30*			2245 430500	308	101000
		Total for Vendor:	104.30					
27497		1938 FAMILY CRISIS SHELTER	1,309.11					
	03/09/22	STOP Grant: February 2022	1,309.11			1000 330372		101000
27596		1938 FAMILY CRISIS SHELTER	1,309.07					
	02/03/22	STOP Grant: January 2022	1,309.07			1000 330372		101000
		Total for Vendor:	2,618.18					
27498		1174 FASTENAL COMPANY	1,702.01					
	180733	02/28/22 towels/blaster/gloves	443.71			2010 431300	420	101000
	181334	03/18/22 sae thru/toilet paper	639.59			2010 431300	420	101000
	181335	03/18/22 eyewear	218.23			2010 431300	420	101000
	181477	03/22/22 #13 hcs	24.20			2010 431300	426	101000
	181479	03/22/22 #1 search light	105.32			2010 431300	426	101000
	181480	03/22/22 #52 search light	105.32*			5010 434000	426	101000
	181540	03/28/22 gloves-new shop	69.55			2010 431300	420	101000

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	181541	03/28/22 gloves-old shop	69.55			2010	431300	420	101000
	181647	03/28/22 signs	26.54			2010	431300	390	101000
		Total for Vendor:	1,702.01						
27523		960 GALLS, LLC	432.77						
	020444751	02/14/22 PD patrol officer kits 4	320.47			1000	421000	422	101000
	020651701	03/11/22 PD radio case	112.30			1000	421000	422	101000
		Total for Vendor:	432.77						
27517		1488 GARMANS FLOORING LLC	37,639.96						
	16540	03/25/22 RRC flooring project	37,639.96			2240	416000	680	101000
		Total for Vendor:	37,639.96						
27587		2185 GEM CITY MOTORS	783.34						
	212629	03/30/22 PD fluid leak - engine	783.34			1000	421000	419	101000
		Total for Vendor:	783.34						
27525		1103 GLOCK PROFESSIONAL, INC.	500.00						
		Registration: Anthony Ell & Andrew Eisenschenk for Armorer's Course held in Dickinson, ND on 5/24/22							
	100164217	03/16/22 PD: Register for Ell	250.00			1000	421000	444	101000
	100164219	03/16/22 PD: Register for An.Eisensc	250.00			1000	421000	444	101000
		Total for Vendor:	500.00						
27524		1145 GOOSENECK IMPLEMENT	404.02						
	10638238	03/10/22 #14 elements/oil filter	404.02			2010	431300	426	101000
		Total for Vendor:	404.02						
27526		172 HACH COMPANY, INC.	5,953.40						
	12908702	02/28/22 LDO model/controller	5,953.40			5020	433010	446	101000
		Total for Vendor:	5,953.40						
27527		1846 HANSEN DIESEL & AUTOMOTIVE	129.87						
	9813	03/09/22 PD #33 oil change	129.87			1000	421000	424	101000
		Total for Vendor:	129.87						

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27529		1180 HAWKEYE OIL FIELD SUPPLY LLC	66.78					
	130585	03/07/22 female pipe fitting/male pipe	23.16			2010 431300	426	101000
	130619	03/10/22 adapter/swage	43.62			5020 433010	420	101000
		Total for Vendor:	66.78					
27530		181 HEGGEN EQUIPMENT, INC.	312.66					
	IH27590	03/02/22 #7 fittings	11.00			2010 431300	426	101000
	IH27626	03/04/22 straighten bars/fittings	72.37			2010 431300	426	101000
	IH27664	03/08/22 iron/cuttings	25.66			2010 431300	420	101000
	IH27530	03/15/22 #24 cutting/screw/nut	203.63			2010 431300	426	101000
27589		181 HEGGEN EQUIPMENT, INC.	10,844.00					
	1754928	03/25/22 GC seeder	10,844.00*			2245 430510	651	101000
		Total for Vendor:	11,156.66					
27528		2221 HIGH RPM, LLC	262.73					
	8051	03/08/22 PD #26 vacuum pump	262.73			1000 421000	419	101000
		Total for Vendor:	262.73					
27598		2198 HILL ENTERPRISES, LLC	1,097.94					
	February & March 2022							
	20260	02/07/22 EMT Bldg mats	21.20			1000 422000	420	101000
	20881	02/21/22 EMT Bldg mats	21.20			1000 422000	420	101000
	21480	03/07/22 EMT Bldg mats	21.20			1000 422000	420	101000
	22113	03/21/22 EMT Bldg mats	21.20			1000 422000	420	101000
	20578	02/14/22 Vets Bldg mats	114.62			1000 416000	420	101000
	21182	02/28/22 Vets Bldg mats	114.62			1000 416000	420	101000
	21804	03/14/22 Vets Bldg mats	114.62			1000 416000	420	101000
	22414	03/28/22 Vets Bldg mats	114.62			1000 416000	420	101000
	20500	02/10/22 City Hall mats	124.22			1000 416000	420	101000
	21717	03/10/22 City Hall mats	124.22			1000 416000	420	101000
	22333	03/24/22 City Hall mats	124.22			1000 416000	420	101000
	20274	02/07/22 Fire Hall mats	45.50			1000 422000	420	101000
	20898	02/21/22 Fire Hall mats	45.50			1000 422000	420	101000
	21494	03/07/22 Fire Hall mats	45.50			1000 422000	420	101000
	22130	03/21/22 Fire Hall mats	45.50			1000 422000	420	101000
		Total for Vendor:	1,097.94					

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27531		1989 J CUSTOM ELECTRIC	2,937.38					
	3823-01	02/23/22 City lagoon	2,937.38			5020 433010	446	101000
		Total for Vendor:	2,937.38					
27599		2420 JASPER ENGINEERING & EQUIPMENT	1,919.00					
	INV275192	03/25/22 Sewer lift stations	1,919.00			5020 433010	446	101000
		Total for Vendor:	1,919.00					
27585	C	1580 JEFFREY JENSEN	177.50					
	03/21/22	meal reimbursement	52.50			1000 421000	444	101000
	03/15/22	boot reimbursement	125.00			1000 421000	422	101000
		Total for Vendor:	177.50					
27602		999999 JENNIFER JENSEN	125.00					
		Cancelled event and not rescheduling. 4/1/22 MP						
	03/31/22	J.Jensen hall rent 4/1/22	125.00			1000 360620		101000
		Total for Vendor:	125.00					
27597		1189 JESSE WELLEN	185.08					
	ICS 300 & 400	in Dickinson, ND						
	04/01/22	meal reimbursement	185.08			1000 421000	444	101000
		Total for Vendor:	185.08					
27586	C	2441 JESUS SANTOYO	117.68					
	03/28/22	PD training pants	117.68			1000 421000	422	101000
		Total for Vendor:	117.68					
27532		208 KOTANA COMMUNICATIONS, INC.	171.50					
	8590	02/10/22 PD batteries	171.50			2010 431300	420	101000
		Total for Vendor:	171.50					
27533		1318 L-TRON CORPORATION	205.00					
	677203	03/18/22 PD paper for vehicles	205.00			1000 421000	410	101000
		Total for Vendor:	205.00					

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27590	C	2442 LAURA DOKKEN	232.78					
	03/31/22	Mileage/meal Reimbursement	232.78			1000 414100	444	101000
		Total for Vendor:	232.78					
27534		1440 LOCATORS & SUPPLIES, INC.	402.00					
	0297977 03/02/22	ice melting cyrstals	402.00			2010 431300	452	101000
		Total for Vendor:	402.00					
27502		235 MCKENNETT FORSBERG & VOLL, P.C.	15,187.50					
	281 03/20/22	Attorney Fees	15,187.50			1000 414300	312	101000
		Total for Vendor:	15,187.50					
27541		247 MCKENZIE COUNTY FAIR BOARD	250.00					
	general fund budget request							
	03/22/22	Tourism-community sponsorship	250.00			1000 470000	811	101000
		Total for Vendor:	250.00					
27545		252 MCKENZIE COUNTY FARMER, INC.	857.40					
	03/31/22	Non-dept publishing	383.52			1000 415000	360	101000
		Planning & Zoning publishing	48.88			1000 414500	360	101000
		Building Dept printing	75.00			1000 414500	360	101000
		PD printing	350.00			1000 421000	360	101000
		Total for Vendor:	857.40					
27538		671 MCKENZIE COUNTY HEALTHCARE	308,534.81					
		\$175,000 New Hospital Rough Rider Grant-- \$175,000 payments quarterly, totaling \$700k per year.						
		Starting in August 2016, reserving the 13% and paying out quarterly.						
		\$175k Hospital RR Grant-1Q2022	175,000.00			7000 212500		101000
		13% Hospital RR Grant-Jan-Mar	133,534.81			7000 212500		101000
27539		671 MCKENZIE COUNTY HEALTHCARE	1,919.26					
	bryan 02/07/22	jail clearance	315.00			1000 421000	433	101000
	bryan 02/07/22	Blood draw	29.26			1000 421000	433	101000
	norton 02/13/22	jail clearance	315.00			1000 421000	433	101000
	easter 02/13/22	jail clearance	315.00			1000 421000	433	101000

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		connolly 02/13/22 jail clearance	315.00			1000 421000	433	101000
		wood 02/18/22 jail clearance	315.00			1000 421000	433	101000
		turnquist 02/24/22 jail clearance	315.00			1000 421000	433	101000
		Total for Vendor:	310,454.07					
27543		239 MCKENZIE COUNTY JDA	287.37					
	03/08/22	Tourism:metered mail	287.37			2280 419100	363	101010
		Total for Vendor:	287.37					
27542		245 MCKENZIE COUNTY TOURISM BUR	324.53					
	02/10/22	Tourism: bags for bird&birdies	324.53			2280 419100	363	101010
		Total for Vendor:	324.53					
27537		833 MEUCHEL ENTERPRISES INC.	8.79					
	500485 03/01/22	vector:cross section	8.79			2310 441100	436	101000
		Total for Vendor:	8.79					
27540		226 MICHAEL TODD & COMPANY, INC.	1,489.98					
	204827 03/14/22	#10 rotating tip no washer	1,327.84			2010 431300	426	101000
	204886 03/18/22	grade 8 poly bolt/nut	162.14			2010 431300	426	101000
		Total for Vendor:	1,489.98					
27535		1881 MIDWEST HOSE & SPECIALTY INC.	1,723.80					
	01939174 03/11/22	#9 parts	1,723.80			2010 431300	426	101000
		Total for Vendor:	1,723.80					
27536		218 MTI DISTRIBUTING COMPANY, INC.	73.83					
	1333843 03/04/22	GC equipment repairs	73.83			2245 430510	418	101000
		Total for Vendor:	73.83					
27594		1091 MUNICIPAL CODE CORPORATION	936.00					
	371274 03/24/22	PDF supplement pages	936.00			1000 415000	360	101000
		Total for Vendor:	936.00					

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27544		1175 MVTTL LABORATORIES, INC.	2,772.00					
	1133162	03/08/22 WRRF sample testing	103.75			5020 433010	423	101000
	1133158	03/08/22 WRRF sample testing	148.50			5020 433010	423	101000
	1133169	03/08/22 WRRF sample testing	103.75			5020 433010	423	101000
	1133408	03/10/22 WRRF sample testing	1,019.00			5020 433010	423	101000
	1134117	03/15/22 WRRF sample testing	107.00			5020 433010	423	101000
	1134450	03/18/22 WRRF sample testing	107.00			5020 433010	423	101000
	1134453	03/18/22 WRRF sample testing	107.00			5020 433010	423	101000
	1134456	03/18/22 WRRF sample testing	227.00			5020 433010	423	101000
	1133866	03/15/22 WRRF sample testing	227.00			5020 433010	423	101000
	1135523	03/24/22 WRRF sample testing	107.00			5020 433010	423	101000
	1135521	03/24/22 WRRF sample testing	154.00			5020 433010	423	101000
	1135502	03/24/22 WRRF sample testing	107.00			5020 433010	423	101000
	1135508	03/24/22 WRRF sample testing	107.00			5020 433010	423	101000
	1134616	03/21/22 coliform colilert	21.00			5010 434000	423	101000
	1133567	03/11/22 coliform colilert	42.00			5010 434000	423	101000
	1134882	03/22/22 coliform colilert	21.00			5010 434000	423	101000
	1134277	03/16/22 coliform colilert	42.00			5010 434000	423	101000
	1135996	03/29/22 coliform colilert	21.00			5010 434000	423	101000
		Total for Vendor:	2,772.00					
27548		2141 ND DEPT OF ENVIRONMENTAL QUALITY	503.16					
	2022028544	02/28/22 trihalomethanes water test	503.16			5010 434000	423	101000
		Total for Vendor:	503.16					
27546		265 ND LEAGUE OF CITIES	200.00					
	03/01/22	L.Dokken spring worksh	200.00			1000 414100	444	101000
		Total for Vendor:	200.00					
27549		288 ND SAFETY COUNCIL, INC.	275.00					
	135543	12/27/21 J. Smith training conference	275.00			5020 433000	673	101000
		Total for Vendor:	275.00					

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27547		601 ND WORKFORCE SAFETY & INSURANCE	12,226.22					
	03/10/22	Premium: 01/01/2022-12/31/2022	12,226.22			1000 415000	240	101000
		Total for Vendor:	12,226.22					
27552		1896 NORTH DAKOTA HIGHWAY PATROL	1,500.00					
	2022-0012 03/24/22	PD 6 attendees	1,500.00			1000 421000	444	101000
		Total for Vendor:	1,500.00					
27553		2100 NORTH DAKOTA LIVING	5,545.00					
	22011 03/02/22	Tourism: TRAVEL GUIDE	5,545.00			2280 419100	363	101010
		Total for Vendor:	5,545.00					
27568		2128 NORTHERN METAL	2,335.80					
	1112 03/14/22	GC tee markers	1,164.00*			4039 450500	380	101000
	1111 03/14/22	GC donor plaque	1,171.80			4039 450500	388	101000
		Total for Vendor:	2,335.80					
27554		1038 NORTHERN PUMP & COMPRESSION,	363.30					
	220080 03/03/22	#61 hose/nipple	327.10			2010 431300	426	101000
	220478 03/17/22	water treatment plant	36.20			5020 433010	446	101000
		Total for Vendor:	363.30					
27551		1779 NORTHWESTERN UNIVERSITY	4,000.00					
	Langowski - school of police staff and command - online							
	19858 03/04/22	Lass training registration	4,000.00			1000 421000	444	101000
		Total for Vendor:	4,000.00					
27550		304 NSC MINERALS	4,008.10					
	288218 02/27/22	rocanville standard SK1	4,008.10			2010 431300	452	101000
		Total for Vendor:	4,008.10					
27558		307 OK IMPLEMENT, INC.	1,225.39					
	758051 02/25/22	PD wiper blades	41.18			1000 421000	424	101000
	758617 03/03/22	PD deicer/wiper blades	142.28			1000 421000	424	101000
	758807 03/04/22	PD deicer wash	74.28			1000 421000	424	101000
	759726 03/14/22	PD battery	219.95			1000 421000	424	101000

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	759884	03/15/22 GC mower parts	355.23			2245 430510	380	101000
	760351	03/18/22 GC maintenance	208.35			2245 430510	380	101000
	759973	03/15/22 #102 saemet	24.69			2010 431300	426	101000
	759184	03/08/22 #2 fuse holder/fuse	31.25*			5010 434000	426	101000
	759721	03/12/22 Fire hall: battery	14.38			1000 422000	388	101000
	758468	03/01/22 oil filters for mowers	69.64			2010 431300	426	101000
	759350	03/09/22 silicone/anti-seize	34.98			2010 431300	420	101000
	759125	03/08/22 air filters for mowers	9.18			2010 431300	426	101000
		Total for Vendor:	1,225.39					
27600		1412 OK TIRE STORES	35.00					
	18-137323	03/30/22 flat tire repair	35.00			2010 431300	426	101000
		Total for Vendor:	35.00					
27555		1467 OLYMPIC SALES, INC.	18,135.41					
	12506	10/13/21 new garbage totes	17,765.79			5030 432000	868	101000
	12890	03/25/22 #96 metal hydraulic line	369.62			5030 432000	426	101000
		Total for Vendor:	18,135.41					
27556		1294 ONE WAY SERVICE MACHINE SHOP LLC	2,312.50					
	03102	03/04/22 haul trees & stumps	2,312.50			2010 431300	435	101000
		Total for Vendor:	2,312.50					
27563		2327 P&W GOLF SUPPLY, LLC	4,851.89					
	90854	03/17/22 GC ball washer	4,851.89*			2245 430530	388	101000
		Total for Vendor:	4,851.89					
27592	C	2436 PAIGE JOHNSON	73.50					
		Erosion & sediment control certification in Bismarck						
		03/31/22 meal reimbursement	73.50			1000 414200	444	101000
		Total for Vendor:	73.50					
27583		2440 PING	438.23					
	16226034	03/28/22 Metal woods/special order	438.23			2245 151200		101000
		Total for Vendor:	438.23					

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27562		319 PIONEER MUSEUM	500.00					
	03/21/22	ads in papers/travel guides	500.00			2280 419100	363	101010
		Total for Vendor:	500.00					
27559		328 PRO AUTO BODY, LLC	432.78					
	776811 02/08/22	PD #16 straps	39.00			1000 421000	419	101000
	12194 02/03/22	PD #28 install windshield	393.78			1000 421000	419	101000
		Total for Vendor:	432.78					
27561		2219 QUADIENT LEASING USA, INC	315.00					
4-15-2022 to 7-14-2022								
	N9321338 03/14/22	lease payment	315.00			1000 415000	412	101000
		Total for Vendor:	315.00					
27560		2085 QUALITY QUICK PRINT	875.00					
	8208 03/22/22	Tourism:packet give/flyer	875.00			2280 419100	363	101010
		Total for Vendor:	875.00					
27564		1491 RDO EQUIPMENT	569.95					
	P0478008 03/15/22	filter kit for #9	86.67			2010 431300	426	101000
	P0517808 03/25/22	#88 wet charged	353.90			2010 431300	426	101000
	P0519408 03/25/22	#13 filter element	129.38			2010 431300	426	101000
		Total for Vendor:	569.95					
27518		1902 ROUGH RIDER CENTER	237.51					
	03302022 03/30/22	RRC belt replacement/belts	237.51			2240 416000	365	101000
		Total for Vendor:	237.51					
27569		2204 SCHMITZ-HOLMSTROM	600.00					
2020 audit final bill								
	35520 02/28/22	Final on audit 2020	600.00			1000 415000	311	101000
		Total for Vendor:	600.00					

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27570		1003 SHERWIN-WILLIAMS CO.	1,170.00					
	9335-7	03/18/22 PW street paint	1,170.00			2010 431300	435	101000
		Total for Vendor:	1,170.00					
27566		365 STEIN'S, INC.	1,471.18					
	896302	03/18/22 cleaner:CH	77.50			1000 416000	421	101000
	893573	03/04/22 RRC battery for machine	1,393.68			2240 416000	365	101000
		Total for Vendor:	1,471.18					
27571		1552 STOP STICK, LTD	308.00					
	23982	03/04/22 PD stop stick training kit	308.00			1000 421000	388	101000
		Total for Vendor:	308.00					
27572		369 STREICHER'S, INC.	2,534.99					
	I1555522	03/07/22 PD first responder kits	2,534.99			1000 421000	388	101000
		Total for Vendor:	2,534.99					
27567		2402 SWANSON & WARCUP LTD.	970.00					
	February 2022							
	9159	02/28/22 Attorney fees Hunters Run brea	970.00*			4058 450500	312	101010
		Total for Vendor:	970.00					
27573		370 SWANSTON EQUIPMENT CORP.	4,035.91					
	P77256	03/07/22 #13 tube broom-vanga	571.43			2010 431300	426	101000
	P77313	03/09/22 #13 filters/element kit	604.14			2010 431300	426	101000
	P77368	03/11/22 #79 parts	2,433.32			2010 431300	426	101000
	P77348	03/11/22 fittings	67.74			2010 431300	426	101000
	P77623	03/24/22 #13 filter	152.48			2010 431300	426	101000
	P77720	03/29/22 #13 shipping charges	206.80			2010 431300	426	101000
		Total for Vendor:	4,035.91					
27584		2364 TAYLOR MADE GOLF COMPANY	1,840.97					
	35692990	03/21/22 GC demo parts	330.73			2245 151200		101000
	35653576	03/10/22 GC golf balls	1,060.44			2245 151200		101000
	35647229	03/09/22 GC stock driver	449.80			2245 151200		101000
		Total for Vendor:	1,840.97					

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27577		2086 TDS MEDIA DIRECT, INC	1,996.00					
	03/21/22	PioneerMus: inroom hotel guide	1,996.00			2280 419100	363	101010
		Total for Vendor:	1,996.00					
27575		2439 TENET	51.94					
	705655 03/15/22	Survey steaks	51.94			2010 431300	420	101000
		Total for Vendor:	51.94					
27576		1309 TITANIUM PLUMBING	125.00					
	9431 03/08/22	tested service prior to street	125.00			5010 434000	437	101000
		Total for Vendor:	125.00					
27578		2222 TRAFFIC SAFETY STORE	413.37					
	SO856046 03/01/22	PD cones for training	413.37			1000 421000	444	101000
		Total for Vendor:	413.37					
27579		1141 TRIPLE AAA SAFETY/TRAINING INC.	901.88					
	34752 02/24/22	FD monthly fire ext checks	126.59			1000 422000	388	101000
	34946 03/23/22	PW new fire extinguisher	80.29			2010 431300	673	101000
	34959 03/24/22	fire extinguisher training	695.00			2010 431300	673	101000
27588		1141 TRIPLE AAA SAFETY/TRAINING INC.	71.64					
	34923 03/21/22	PD fire extinguisher	71.64			1000 421000	388	101000
		Total for Vendor:	973.52					
27574		1057 USA BLUEBOOK	5,828.65					
	891887 02/25/22	sc200 digital dual-input	5,828.65			5020 433010	446	101000
		Total for Vendor:	5,828.65					
27601		1823 VESSCO INC.	1,789.20					
	087073 03/21/22	evoqua sensors	1,789.20			5020 433010	446	101000
		Total for Vendor:	1,789.20					

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27580		1532 WATCHGUARD VIDEO	5,195.00					
	0013978	02/25/22 PD #35 new vehicle equip	5,195.00			2290 421000	661	101000
		Total for Vendor:	5,195.00					
27581		295 WATFORD CITY VETERINARY CLINIC	35.00					
	164208	03/07/22 relinquishment fee	35.00			1000 421000	455	101000
27582		295 WATFORD CITY VETERINARY CLINIC	94.16					
	164452	03/10/22 PD K9 wellness	94.16			1000 421000	454	101000
		Total for Vendor:	129.16					
27512		2111 WILLIAMS COUNTY	38,511.30					
		NorthWest Narcotics Task Force agreement for 2022						
	2200177	03/23/22 PD: NWNTF Agreement - 2022	38,511.30			1000 421000	301	101000
		Total for Vendor:	38,511.30					
		# of Claims	112	Total:				
		Total Electronic Claims		612,333.83				
		Total Non-Electronic Claims		601.46				
				611732.37				