



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

Commission President

Bernie Dardis
Primary Portfolio:
Administration/Finance
Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson
Primary Portfolio:
Street, Water and Sewer
Secondary Portfolio:
Sanitation

Commissioner

Roben Anderson
Primary Portfolio:
Planning, Zoning and Engineering
Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons
Primary Portfolio:
Police and Fire
Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George
Primary Portfolio:
Sanitation
Secondary Portfolio:
Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: May 1, 2023

Subject: Sandhill's 6th Addition (proposed Improvement Dist. No 1345)

Action: Accept Petition for Improvement and Preliminary Work Agreements from both developers; and Authorize preliminary engineering

New Information and Recommendation:

The City has been petitioned by two (2) developers Ocho Indy, LLC and Ryan Restad for public improvements to provide city utilities, roadways and storm sewer to the Sandhills 6th Addition.

As the platting process is still underway for that development, both of the Developers have signed a Preliminary Work Agreement which will create an escrow account that the Developers will deposit funds into that can be utilized by the City to pay for preliminary engineering in the event that the project does not move forward.

The following documents are attached for review/consideration:

- Improvement Exhibit
- Two (2) Petition for Improvements (Evidence of ownership is available at the Engineering Department)
- Two (2) Preliminary Improvement Work Agreements
- Resolution Declaring Petition for Improvements received

Staff Recommendation: Accept Petitions for Improvements and Preliminary Work Agreements from both developers; and Authorize preliminary engineering.

Background and Project Summary:

The city has been working with Developers on the platting process of the Sandhills 6th Addition. As part of this process, the Developers have been working to potentially purchase properties abutting these improvements. The project will consist of the installation of new sewerage, water supply and street systems to service the Sandhills 6th Addition and abutting properties that have petitioned to be a part of the improvements.

Ancillary to this project, a portion of the property proposed to be platted may be purchased by the city to reserve right of way for a future interchange at the intersection of I-94 and 26th Street.

Policy Analysis:

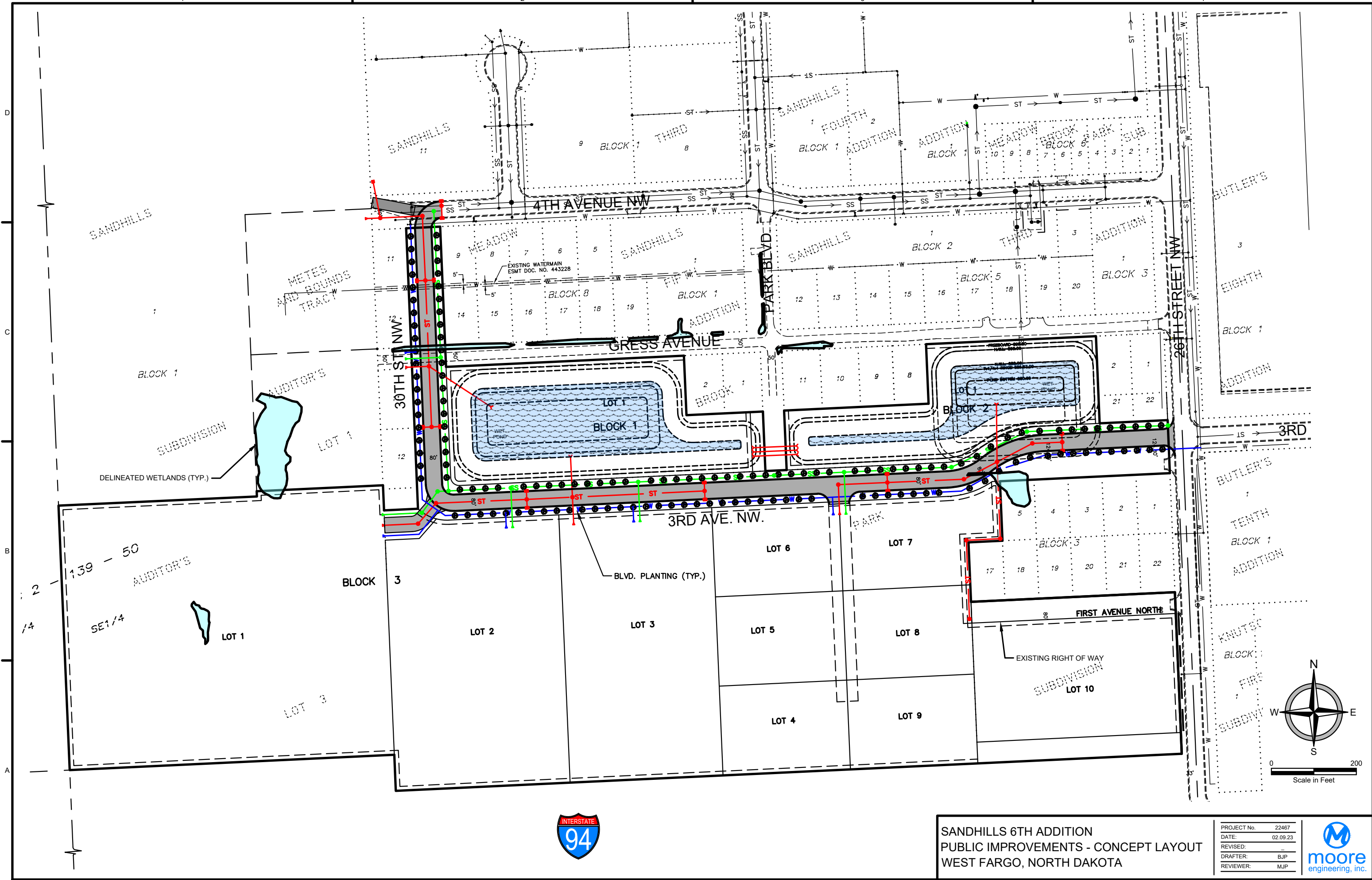
Infrastructure will be designed in conformance with city standards to service the Sandhills 6th Addition and surrounding properties.

Financial Analysis:

This project will be paid for via special assessments to the benefitting properties.

Previously Presented Information and Commission Actions:

None



SANDHILLS 6TH ADDITION
PUBLIC IMPROVEMENTS - CONCEPT LAYOUT
WEST FARGO, NORTH DAKOTA

PROJECT No.	22467
DATE:	02.09.23
REVISED:	
DRAFTER:	BJP
REVIEWER:	MJP



I/ we Ocho Indy, LLC are the legal and equitable owners of the following described property, to-wit: See attached Sandhills 6th Addition Plat (hereinafter the “**Property**”).


I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: sanitary sewer mains and services, water mains and services, storm sewer mains and laterals, retention ponds, streets, curb and gutter, street lights, and other associated items as shown on the attached ‘Preliminary Infrastructure Layout’ (hereinafter the “**Improvements**”) to service the Property.

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

Dated this 9th day of February 2023.

OWNER(S):



Austin Morris
Manager
Ocho Indy, LLC



**PRELIMINARY IMPROVEMENT
WORK AGREEMENT**

THIS PRELIMINARY IMPROVEMENT WORK AGREEMENT (the “Agreement”) is entered into this _____ day of _____, 20__ (the “Effective Date”), by and between the City of West Fargo, North Dakota (the “City”), and Ocho Indy, LLC (the “Petitioner”). The City and the Petitioner are, collectively, referred to as the “Parties.”

WHEREAS, the Petitioner is the legal and equitable owner of real property legally described as Sandhills 6th Addition (the “Property”); and

WHEREAS, the Property is located within _____ (the “District”); and

WHEREAS, on February 9, 2022, the Petitioner filed a Petition for Improvements (the “Petition”) with the City pursuant to N.D.C.C. ch. 40-22, requesting that the City enlarge the District and install municipal improvements: sanitary sewer mains and services, water mains and services, storm sewer mains and laterals, retention ponds, streets, curb and gutter, street lights, and other associated items (the “Improvements”); and

WHEREAS, to begin development of the Improvements, the City must engage in certain administrative work, including engaging the services of an engineer licensed in North Dakota (the “Administrative Work”), and cause an engineer’s report to be prepared as to the general nature, purpose, and feasibility of the proposed Improvements and with an estimate of the probable cost of the Improvements (the “Report”); and

WHEREAS, following the approval of the Report, the City must also cause detailed plans and specifications for the construction of the Improvements to be prepared (the “Plans and

Specifications,” along with the Administrative Work and the Report, the “Preliminary Improvement Work”); and

WHEREAS, the City will invest significant time and resources into the Preliminary Improvement Work and, as a result, desires to be reimbursed for the Preliminary Improvement Work prior to construction commencing; and

WHEREAS, to support the City’s efforts in completing the Preliminary Improvement Work, the Petitioner agrees to reimburse the City for the Preliminary Improvement Work as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PARTIES

1. The City, a North Dakota home rule charter city, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to review and approve petitions for improvements within its territorial jurisdiction.

2. The Petitioner is Ocho Indy, LLC, with the authority to own the Property. The Petitioner is the legal and equitable owner of the Property. The individuals signing this Agreement represent and hereby certify they are expressly authorized to execute this Agreement on behalf of the Petitioner.

ARTICLE II JURISDICTION

1. The Petitioner agrees to submit to the authority of the City. The Petitioner agrees and acknowledges that it and/or its successors or assigns, as applicable, must receive approval

from the City for platting and zoning and for any building permits or other permits required by the City with respect to the Property.

2. The Petitioner agrees and acknowledges that it and/or its successors and assigns, as applicable, must comply with all federal, state, and local statutes, rules, and regulations regarding the development of the Property.

ARTICLE III REIMBURSEMENT OF COSTS

1. Within ten (10) business days of the Effective Date, the Petitioner shall deposit Thirty Thousand Dollars (\$30,000) with the City to be held in an interest-bearing escrow account administered by the City (the “Escrow Deposit”). The City will not commence any Preliminary Improvement Work on the Improvement until the Petitioner has made the Escrow Deposit. Following the deposit of the Escrow Deposit, the City will draw from the Escrow Deposit as needed to cover the expense of the Preliminary Improvement Work. The City will apply any interest earned on the Escrow Deposit for the payment of Preliminary Improvement Work. The City will keep an accounting of any credit to the Escrow Deposit and will provide records of any credit to the Petitioner upon request. In the event the Escrow Deposit is drawn down in its entirety prior to the completion of the Preliminary Improvement Work, the City will keep a running total of costs and expenses it expends on the remaining Preliminary Improvement Work.

2. Once the Preliminary Improvement Work is completed or the Petitioner decides to no longer proceed with the City installing the Improvements, (i) if a balance remains of the Escrow Deposit and the City has been reimbursed in full for all Preliminary Improvement Work, the City will return the balance of the Escrow Deposit to the Petitioner, or (ii) if the balance of the Escrow Deposit has been expended and the City has not been reimbursed in full for all Preliminary

Improvement Work, the City will invoice the Petitioner for the outstanding balance of Preliminary Improvement Work owed to the City.

3. The Petitioner shall remit payment to the City, in full, within thirty (30) calendar days of the date of the invoice. In the event the Petitioner does not timely remit payment in full to the City, the City will charge the Petitioner interest at the rate of one-half percent (1/2%) per month, or the maximum amount permitted by applicable law if lesser, on all past-due amounts. Payments will first be credited to interest and then to principal.

4. In the event the Petitioner has not remitted payment in full, plus interest, to the City within ninety (90) calendar days of the date of the invoice, the Petitioner agrees that the City may levy a special assessment equal to the outstanding balance of the Preliminary Improvement Work, plus interest (the "Preliminary Work Special Assessment"), against the Property without a hearing. The Petitioner agrees that the Preliminary Work Special Assessment benefits the Property and that said benefit exceeds the amount of the Preliminary Work Special Assessment by more than fifty percent (50%). The Petitioner waives any objection to any irregularity with regard to the assessment process for the Preliminary Work Special Assessment. This waiver includes a waiver to any objection to the amount of the special assessments for the Preliminary Work Special Assessment levied against the Property, including any and all claims that the Preliminary Work Special Assessment is excessive, arbitrary, capricious, or unreasonable. Additionally, the Petitioner waives all rights to appeal such action of the City to the court. These waivers are express, and the Petitioner acknowledges that it is waiving any and all rights of appeal to the assessment and reassessment.

5. The Petitioner will have no claim to funds of the Escrow Deposit drawn down by the City to pay for Preliminary Improvement Work in the event the Petitioner decides to not continue pursuing the Improvements.

6. Nothing in this Agreement is intended to modify the Petitioner's commitment in the Petition to pay the entire cost of construction of the Improvements as they are assessed by the City against the Property pursuant to N.D.C.C. chs. 40-23 through 40-32.

ARTICLE IV GENERAL MATTERS

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

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

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

4. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held

by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

5. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns. The City acknowledges that if the Petitioner conveys title to the Property to a purchaser, all obligations under this Agreement become the responsibility of such purchaser and thereafter such purchaser's successors and assigns.

6. This Agreement shall not be recorded.

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

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

9. The City and the Petitioner agree that an electronic signature to this Agreement shall be valid as an original signature of the City or the Petitioner and shall be effective to bind the signatories of this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date.

[Signatures appear on the following pages.]

CITY:

CITY OF WEST FARGO


_____, President of the Board of
City Commissioners of the City of West Fargo

ATTEST:

_____, City Administrator

PETITIONER:

Ocho Indy, LLC


By: Austin J. Morris
Its: Manager

By: _____
Its: _____

I/ we Ryan Restad are the legal and equitable owners of the following described property, to-wit: LOT: 11 BLOCK: 9 ADDITION: ADDITIONAL: MEADOW BROOK PARK LTS 11 & 12 BLK 9 2-139-50 AUD LT 1 OF SE1/4 2.20 AC **ANNEXED 2005 FRM 53-0100-09281-005 CONTROL CARD 02-3000-01420-000* (hereinafter the "**Property**").

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: sanitary sewer mains and services, water mains and services, storm sewer mains and laterals, retention ponds, streets, curb and gutter, streetlights, and other associated items (hereinafter the "**Improvements**") to service the Property.

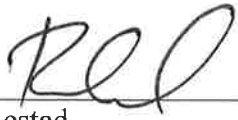
I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against our Property and hereby agree to pay the entire cost as levied and apportioned by the city.

Dated this 18 day of April 2023.

OWNER(S):

A handwritten signature in black ink, appearing to read 'R. Restad', is written over a horizontal line.

Ryan Restad
Owner

2022 Cass County Real Estate Tax Statement

Your cancelled check is your receipt for your payment.
Receipt available upon request.

Parcel Number: 02-1325-00560-000

Statement Number: 220140514-0

RYAN RESTAD
1206 3RD AVE NW STE 1
WEST FARGO, ND 58078-1372

▼Detach here and mail with your payment▼

2022 Cass County Real Estate Tax Statement

Parcel Number:
02-1325-00560-000

Jurisdiction:
West Fargo City

Owner:
RYAN RESTAD

Physical Address:
2805 GRESS AVE
WEST FARGO, ND 58078

Legal Description:

Lot: 11 Block: 9 Addition: Additional: MEADOW BROOK PARK LTS 11 & 12 BLK 9 2-139-50 AUD
LT 1 OF SE1/4 2.20 AC **ANNEXED 2005 FRM 53-0100-09281-005 CONTROL CARD 02-3000-
01420-000*

	2020	2021	2022
Legislative tax relief	217.10	237.97	1,184.21
Property Valuation			
True & Full Value	34,900	34,900	174,700
Taxable Value	1,571	1,745	8,735
Total mill levy	299.91	309.12	299.91
Summary of Taxes			
Consolidated Tax	471.16	539.43	2,619.71
Total Tax	471.16	539.43	2,619.71
Taxes by District (in dollars)			
County	80.23	88.65	437.19
State Medical	1.57	1.75	8.74
County Soil Conservation	0.69	0.86	4.28
City of West Fargo	121.71	141.59	698.71
West Fargo Park Distist	41.71	50.33	249.73
West Fargo Public School District #6	219.08	249.81	1,188.83
Southeast Water Resource District	6.17	6.44	32.23
Total Tax	471.16	539.43	2,619.71
Net effective tax rate %	1.35	1.55	1.50



Total tax due: 10,967.00

Less 5% discount: 130.99

Amount due by Feb 15, 2023 10,836.01

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2023 9,657.15

Payment 2: Pay by Oct 16, 2023 1,309.85

Amount applied to this statement

MAKE CHECK PAYABLE TO:

Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806



Statement Number: 220140514-0

2022 TAX BREAKDOWN

Net consolidated tax 2,619.71

Plus: Special Assessments 8,023.96

Plus: Drains 323.33

Total tax due: 10,967.00

Less 5% discount

if paid by Feb 15, 2023 130.99

Amount due by Feb 15, 2023 10,836.01

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2023 9,657.15

Payment 2: Pay by Oct 16, 2023 1,309.85

FOR ASSISTANCE, CONTACT:

Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5600

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Tax payments by e-check or credit card can be made online at www.casscountynynd.gov. There is a convenience fee of 2.65% of the transaction amount with a minimum fee of \$1.00 for all credit card payments.

**Notes:

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.

2. Discount is 5% of Net Consolidated Tax.

****PLEASE USE THE DROP BOX IN FRONT OF THE COURTHOUSE, MAIL YOUR CHECK WITH STUB OR PAY ONLINE****



V-1

**PRELIMINARY IMPROVEMENT
WORK AGREEMENT**

THIS PRELIMINARY IMPROVEMENT WORK AGREEMENT (the “Agreement”) is entered into this 18 day of April, 2023 (the “Effective Date”), by and between the City of West Fargo, North Dakota (the “City”), and Ryan Restad (the “Petitioner”). The City and the Petitioner are, collectively, referred to as the “Parties.”

WHEREAS, the Petitioner is the legal and equitable owner of real property legally described as Lot: 11 Block: 9 Addition: Additional: MEADOW BROOK PARK LTS 11 & 12 BLK 9 2-139-50 AUD LT 1 OF SE1/4 2.20 AC **ANNEXED 2005 FRM 53-0100-09281-005 CONTROL CARD 02-3000-01420-000* (the “Property”); and

WHEREAS, the Property is located within _____ (the “District”); and

WHEREAS, on April ____, 2023, the Petitioner filed a Petition for Improvements (the “Petition”) with the City pursuant to N.D.C.C. ch. 40-22, requesting that the City enlarge the District and install municipal improvements: sanitary sewer mains and services, water mains and services, storm sewer mains and laterals, retention ponds, streets, curb and gutter, street lights, and other associated items (the “Improvements”); and

WHEREAS, to begin development of the Improvements, the City must engage in certain administrative work, including engaging the services of an engineer licensed in North Dakota (the “Administrative Work”), and cause an engineer’s report to be prepared as to the general nature, purpose, and feasibility of the proposed Improvements and with an estimate of the probable cost of the Improvements (the “Report”); and

WHEREAS, following the approval of the Report, the City must also cause detailed plans and specifications for the construction of the Improvements to be prepared (the “Plans and Specifications,” along with the Administrative Work and the Report, the “Preliminary Improvement Work”); and

WHEREAS, the City will invest significant time and resources into the Preliminary Improvement Work and, as a result, desires to be reimbursed for the Preliminary Improvement Work prior to construction commencing; and

WHEREAS, to support the City’s efforts in completing the Preliminary Improvement Work, the Petitioner agrees to reimburse the City for the Preliminary Improvement Work as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PARTIES

1. The City, a North Dakota home rule charter city, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to review and approve petitions for improvements within its territorial jurisdiction.

2. The Petitioner is Ryan Restad, with the authority to own the Property. The Petitioner is the legal and equitable owner of the Property. The individuals signing this Agreement represent and hereby certify they are expressly authorized to execute this Agreement on behalf of the Petitioner.

ARTICLE II JURISDICTION

1. The Petitioner agrees to submit to the authority of the City. The Petitioner agrees and acknowledges that it and/or its successors or assigns, as applicable, must receive approval from the City for platting and zoning and for any building permits or other permits required by the City with respect to the Property.

2. The Petitioner agrees and acknowledges that it and/or its successors and assigns, as applicable, must comply with all federal, state, and local statutes, rules, and regulations regarding the development of the Property.

ARTICLE III REIMBURSEMENT OF COSTS

1. Within ten (10) business days of the Effective Date, the Petitioner shall deposit Ten Thousand Dollars (\$10,000) with the City to be held in an interest-bearing escrow account administered by the City (the "Escrow Deposit"). The City will not commence any Preliminary Improvement Work on the Improvement until the Petitioner has made the Escrow Deposit. Following the deposit of the Escrow Deposit, the City will draw from the Escrow Deposit as needed to cover the expense of the Preliminary Improvement Work. The City will apply any interest earned on the Escrow Deposit for the payment of Preliminary Improvement Work. The City will keep an accounting of any credit to the Escrow Deposit and will provide records of any credit to the Petitioner upon request. In the event the Escrow Deposit is drawn down in its entirety prior to the completion of the Preliminary Improvement Work, the City will keep a running total of costs and expenses it expends on the remaining Preliminary Improvement Work.

2. Once the Preliminary Improvement Work is completed or the Petitioner decides to no longer proceed with the City installing the Improvements, (i) if a balance remains of the Escrow

Deposit and the City has been reimbursed in full for all Preliminary Improvement Work, the City will return the balance of the Escrow Deposit to the Petitioner, or (ii) if the balance of the Escrow Deposit has been expended and the City has not been reimbursed in full for all Preliminary Improvement Work, the City will invoice the Petitioner for the outstanding balance of Preliminary Improvement Work owed to the City.

3. The Petitioner shall remit payment to the City, in full, within thirty (30) calendar days of the date of the invoice. In the event the Petitioner does not timely remit payment in full to the City, the City will charge the Petitioner interest at the rate of one-half percent (1/2%) per month, or the maximum amount permitted by applicable law if lesser, on all past-due amounts. Payments will first be credited to interest and then to principal.

4. In the event the Petitioner has not remitted payment in full, plus interest, to the City within ninety (90) calendar days of the date of the invoice, the Petitioner agrees that the City may levy a special assessment equal to the outstanding balance of the Preliminary Improvement Work, plus interest (the "Preliminary Work Special Assessment"), against the Property without a hearing. The Petitioner agrees that the Preliminary Work Special Assessment benefits the Property and that said benefit exceeds the amount of the Preliminary Work Special Assessment by more than fifty percent (50%). The Petitioner waives any objection to any irregularity with regard to the assessment process for the Preliminary Work Special Assessment. This waiver includes a waiver to any objection to the amount of the special assessments for the Preliminary Work Special Assessment levied against the Property, including any and all claims that the Preliminary Work Special Assessment is excessive, arbitrary, capricious, or unreasonable. Additionally, the Petitioner waives all rights to appeal such action of the City to the court. These waivers are

express, and the Petitioner acknowledges that it is waiving any and all rights of appeal to the assessment and reassessment.

5. The Petitioner will have no claim to funds of the Escrow Deposit drawn down by the City to pay for Preliminary Improvement Work in the event the Petitioner decides to not continue pursuing the Improvements.

6. Nothing in this Agreement is intended to modify the Petitioner's commitment in the Petition to pay the entire cost of construction of the Improvements as they are assessed by the City against the Property pursuant to N.D.C.C. chs. 40-23 through 40-32.

ARTICLE IV GENERAL MATTERS

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

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

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

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

5. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns. The City acknowledges that if the Petitioner conveys title to the Property to a purchaser, all obligations under this Agreement become the responsibility of such purchaser and thereafter such purchaser's successors and assigns.

6. This Agreement shall not be recorded.

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

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

9. The City and the Petitioner agree that an electronic signature to this Agreement shall be valid as an original signature of the City or the Petitioner and shall be effective to bind the signatories of this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date.

[Signatures appear on the following pages.]

CITY:

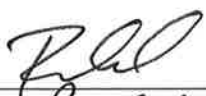
CITY OF WEST FARGO

_____, President of the Board of
City Commissioners of the City of West Fargo

ATTEST:

_____, Assistant City Administrator

PETITIONER:


By: _____
Its: over

By: _____
Its: _____

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO WRITTEN PETITION BY OWNERS
OF A MAJORITY OF THE AREA OF PROPERTY
WITHIN THE DISTRICT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that it is hereby determined that a written petition for the improvement within Sanhills 6th Addition – New Water Supply, Sewerage, Street Systems; and Incidentals signed by owners of a majority of the area of the property included within the district, has been received.

BE IT FURTHER RESOLVED that the improvement consists of New Water Supply, Sewerage, Street Systems; and Incidentals necessary to service the Sanhills 6th Addition.

BE IT FURTHER RESOLVED that the Resolution Declaring Improvements Necessary shall not be required.

Date: May 1, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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