



West Fargo City Commission Meeting
Monday February 19, 2018
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – February 5, 2018 **(Pg 3-9)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Bills
- b. Games of Chance for Fargo Invaders Football Club. Games to be conducted: Raffle on February 14, 2018 to May 5, 2018 at Bordertown Grill, 807 Main Ave E. **(Pg 10-11)**
- c. Gaming Site Authorization for RMEF Mindak Inc. Games to be conducted: Raffle on March, 3, 2018 at West Fargo Conference Center, 825 E. Beaton Drive. **(Pg 12-13)**
- d. Games of Chance for Veterans Honor Flight of ND/MN. Games to be conducted: Raffle on February 20, 2018 to September 20, 2018 at West Fargo VFW, 308 Sheyenne St. **(Pg 14)**
- e. Games of Chance for Knights of Columbus Council 9642. Games to be conducted: Raffle on June 11, 2018 at Holy Cross Catholic Church, 2711 7 St E. **(Pg 15)**
- f. Games of Chance for Landon Solberg Benefit. Games to be conducted: Raffle, Game Square Board on March 24, 2018 at Freedom Elementary School, 401 26 Ave E. **(Pg 16)**
- g. Schedule a Public Hearing on March 5, 2018 for rezoning of Pioneer Place 1st Addition, Replat & Rezoning from C: Light Commercial to PUD: Planned Unit Development. **(17-18)**
- h. Schedule a Public Hearing/Second Reading on March 5, 2018 for Zoning Ordinance Amendment to Section 4-431. **(Pg 71)**
- i. Final Plat Approval subject to conditions listed in staff report of North Pond at the Preserve 12th Addition, a retracement plat. **(Pg 19-24)**
- j. Approve Plans & Specs for Water Improvement Project No. 1313, Authorize Ad for Bids for Water Improvement Project No. 1313 **(Pg 25)**
- k. Approve Plans & Specs for Street Improvement District No. 2244, Authorize Ad for Bids for Street Improvement District No. 2244 **(Pg 26)**
- l. Approve Plans & Specs for Sidewalk Improvement District No. 6054, Authorize Ad for Bids for Sidewalk Improvement District No. 6054. **(Pg 27)**

Regular Agenda

- 1. Request for Parking Reduction for Rustad Center – **Tim Solberg (Pg 28-34)**
- 2. Planned Unit Development Agreement for Medical Center – **Tim Solberg (Pg 35-50)**
- 3. Request for a Conditional Use Permit for Home Occupation Hair Salon – **Tim Solberg (Pg 51-60)**
- 4. Request for a Conditional Use Permit for Accessory Building – **Tim Solberg (Pg 61-70)**
- 5. First Reading of Zoning Ordinance Amendment to Section 4-431 – **Tim Solberg (Pg 71-83)**
- 6. Mapleton Sewer Service – **Chris Brungardt**
- 7. Provide Progress Update for Sewer Improvement Project No. 1308 – **Dustin Scott (Pg 84)**
- 8. Review bid tab for Sewer, Water, Storm and Street Improvement District No. 1314 – **Dustin Scott (Pg 85-95)**



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9. Sheyenne 32 Business Incentive Review/Approval – **Matt Marshall (Pg 96-181)**
10. Report from the City Administrator
11. Non-Agenda Items
12. Correspondence
13. Adjourn



West Fargo City Commission Meeting
Monday, February 5, 2018
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, February 5, 2018, at 5:30 pm. Those present were Duane Hanson, Mark Simmons, Rich Mattern, Mark Wentz and Mike Thorstad. The President of the Board Rich Mattern called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Mattern advised that Regular Agenda Item #3 would be removed. Commissioner Simmons moved and Commissioner Wentz seconded to approve the order of agenda. No opposition. Motion carried.

Commissioner Hanson moved and Commissioner Thorstad seconded to approve the minutes of January 29, 2018. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated February 5, 2018 and Building Permits #17-21.

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

- a. Bills
- b. Approval of Five Year Remodel Exemption of Halverson's Addition, 908 Delores Drive W
- c. Approve Engineer's Report for Sewer Improvement Project No. 1308, Authorize preparation of Plans & Specs, Approve Plans & Specs for Sewer Improvement Project No. 1308, Authorize Ad for Bids for Sewer Improvement Project No. 1308
- d. Approve Tracts of Land to be Assessed for Sidewalk Improvement District No. 6054, Authorize Engineer to prepare Engineer's Report, Approve Engineer's Report for Sidewalk Improvement District No. 6054, Authorize preparation of Plans & Specs, Authorize Notice of Order to Construct Sidewalks
- e. Create Assessment District for Street Improvement District No. 2253, Authorize Engineer to Prepare Engineer's Report, Approve Engineer's Report for Street Improvement District No. 2253, Authorize preparation of Plans & Specs, Authorize Resolution of Necessity
- f. Approve Engineer's Report for Sewer, Water, Storm and Street Improvement District No. 1315, Authorize preparation of Plans & Specs, Approve Plans & Specs for Sewer, Water, Storm and Street Improvement District No. 1315, Authorize Ads for Bids for Sewer, Water, Storm and Street Improvement District No. 1315

No opposition. Motion carried.

Fargo Mayor Dr. Tim Mahoney appeared before the Commission to provide an update on the FM Diversion project. After discussion, no action was requested by the Commission.

Public Works Director Chris Brungardt appeared before the Commission regarding the Core Infrastructure Contracting Costs. After discussion, Commissioner Wentz moved and

Commissioner Hanson seconded to approve the contracting costs for the Core Area Infrastructure Plan. No opposition. Motion carried.

Finance Director Aaron Mitchell appeared before the Commission to present the 2017 Budget Amendments and the Year End Review. After discussion, Commissioner Simmons moved and Commissioner Hanson moved to approve the budget amendments. No opposition. Motion carried.

Public Works Director Chris Brungardt and City Engineer Dustin Scott appeared before the Commission to review the Project Concepts alternates for Street Improvement District No. 2249 and Review the Engineer's Report for Street Improvement District No. 2249. Members of the Community Presbyterian Church, Greg Sterup and Rev. Cathie Bishop appeared before the Commission to voice concerns regarding the proposed installation of the roundabout. After discussion, no action was requested of the Commission.

Public Works Director Chris Brungardt and City Engineer Dustin Scott appeared before the Commission in regards to Street Improvement District No. 2252, and requesting approval for the Project Concept. After discussion, no action was requested of the Commission.

City Administrator Tina Fisk appeared before the Commission regarding the Administrator's Report and discussed the following:

- Staff are training at FEMA Training Feb 5-8

There was no correspondence.

Commissioner Wentz moved and Commissioner Hanson seconded to adjourn the meeting. No opposition. Meeting was adjourned.

Rich Mattern
President of the Board

Tina Fisk
City Auditor

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
76879	S	489 3-D SPECIALITIES	176.53	02/06/18			
76880	S	289 ACME TOOLS	1195.84	02/06/18		CL 77951	176.53
						CL 77860	180.02
						CL 77894	129.83
						CL 77895	698.00
						CL 77943	38.99
						CL 77949	149.00
76881	S	999999 ADAM GUSTAFSON	442.41	02/06/18		CL 77881	442.41
76882	S	2742 AMBASSADOR INC	7218.59	02/06/18			
76883	S	1057 AMERICAN SECURITY CABINETS	288.00	02/06/18		CL 77953	7218.59
76884	S	22 ASPLIN EXCAVATING	635.01	02/06/18		CL 77875	288.00
76885	S	1403 BLUE TARP FINANCIAL, INC	143.96	02/06/18		CL 77948	635.01
76886	S	26 BORDER STATES ELECTRIC SUPPLY	105.30	02/06/18		CL 77922	143.96
76887	S	2704 BRAD'S COFFEE SERVICE	120.00	02/06/18		CL 77861	105.30
76888	S	16 BROKERAGE PRINTING	1286.61	02/06/18		CL 77869	120.00
76889	S	351 BUSINESS ESSENTIALS	1324.77	02/06/18		CL 77923	109.11
						CL 77926	1177.50
						CL 77877	62.79
						CL 77901	349.00
						CL 77917	479.00
						CL 77961	4.55
						CL 77981	429.43
76890	S	39 BUTLER MACHINERY	288.78	02/06/18		CL 77904	130.41
						CL 77905	25.96
						CL 77907	92.42
						CL 77908	39.99
76891	S	61 CASS COUNTY TREASURER	1150.50	02/06/18		CL 77843	1150.50
76892	S	46 CASS RURAL WATER USERS	28.40	02/06/18			
76893	S	2909 CC STEEL LLC	84750.90	02/06/18		CL 77937	28.40
76894	S	1512 CDW GOVERNMENT, INC	106.69	02/06/18		CL 77975	84750.90
76895	S	111 CITY OF FARGO	17407.53	02/06/18		CL 77954	106.69
76896	S	850 COMFORT SUITES - BISMARCK	334.80	02/06/18		CL 77985	17407.53
						CL 77864	167.40
						CL 77928	167.40

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
76897	S	3125 DAKOTA CHRYSLER CENTER	26000.00	02/06/18			
						CL 77987	26000.00
76898	S	1675 DAKOTA FLUID POWER, INC	423.67	02/06/18			
						CL 77896	367.99
						CL 77918	55.68
76899	S	624 DAKOTA SUPPLY GROUP	60.78	02/06/18			
						CL 77849	60.78
76900	S	90 DAKOTA UNDERGROUND	61349.68	02/06/18			
						CL 77972	8336.00
						CL 77973	20258.78
						CL 77974	32754.90
76901	S	1121 DAWSON INSURANCE	228219.00	02/06/18			
						CL 77978	228219.00
76902	S	1825 DELL MARKETING LP	18434.15	02/06/18			
						CL 77906	18434.15
76903	S	2908 DYNATEST NORTH AMERICA, INC.	15551.25	02/06/18			
						CL 77912	15551.25
76904	S	2887 ED'S TOWING	165.00	02/06/18			
						CL 77874	165.00
76905	S	1502 EIDE BAILLY	15.00	02/06/18			
						CL 77939	15.00
76906	S	1648 FARSTAD OIL, INC	120.45	02/06/18			
						CL 77914	120.45
76907	S	329 FERGUSON WATERWORKS #2516	5571.13	02/06/18			
						CL 77844	2989.64
						CL 77845	2581.49
76908	S	55 FLEETPRIDE	176.53	02/06/18			
						CL 77853	73.31
						CL 77872	3.18
						CL 77891	100.04
76909	S	1857 G & K SERVICES - FARGO	81.19	02/06/18			
						CL 77892	81.19
76910	S	556 GRAINGER, INC.	25.80	02/06/18			
						CL 77919	25.80
76911	S	2318 HABERDASHERY	54.15	02/06/18			
						CL 77883	54.15
76912	S	135 HAWKINS WTR TREATMENT	4911.07	02/06/18			
						CL 77902	4911.07
76913	S	1226 HP INC.	326.00	02/06/18			
						CL 77960	326.00
76914	S	3087 IBM CORPORATION	10.00	02/06/18			
						CL 77885	10.00
76915	S	1076 IPMA - HR	476.55	02/06/18			
						CL 77929	476.55
76916	S	1400 IVORY LEATHERS INC	99.00	02/06/18			
						CL 77910	45.00
						CL 77933	54.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
76917	S	693 KPH, INC	113783.08	02/06/18			
						CL 77971	113783.08
76918	S	1236 LAKE AGASSIZ WATER AUTHORITY	4000.00	02/06/18			
						CL 77911	4000.00
76919	S	277 LARSONS WELDING/MACHINE	505.30	02/06/18			
						CL 77854	105.30
						CL 77916	400.00
76920	S	767 LASER SYSTEMS	365.50	02/06/18			
						CL 77886	365.50
76921	S	2741 LOCATORS & SUPPLIES INC	8954.31	02/06/18			
						CL 77940	8954.31
76922	S	999999 LYNDIS WILLIAMS	40.96	02/06/18			
						CL 77882	40.96
76923	S	301 MACS INC	329.50	02/06/18			
						CL 77848	32.98
						CL 77851	13.29
						CL 77852	25.66
						CL 77859	46.49
						CL 77899	207.09
						CL 77944	3.99
76924	S	2643 MARCO'S PIZZA	252.32	02/06/18			
						CL 77925	252.32
76925	S	999999 MELANIE SHIPEK	30.00	02/06/18			
						CL 77986	30.00
76926	S	299 MENARDS	155.62	02/06/18			
						CL 77871	24.07
						CL 77898	29.97
						CL 77920	7.23
						CL 77921	44.38
						CL 77945	49.97
76927	S	323 METRO COG	18563.20	02/06/18			
						CL 77840	18563.20
76928	S	2766 MIDCONTINENT COMMUNICATIONS	298.24	02/06/18			
						CL 77932	298.24
76929	S	102 MIDSTATES WIRELESS	316.05	02/06/18			
						CL 77979	316.05
76930	S	297 MOODY'S INVEST. SERV.	15000.00	02/06/18			
						CL 77977	15000.00
76931	S	305 MOORE ENGINEERING	161082.02	02/06/18			
						CL 77878	87500.00
						CL 77982	73582.02
76932	S	673 MOORHEAD ELECTRIC	500.00	02/06/18			
						CL 77903	500.00
76933	S	1014 MOTION INDUSTRIES, INC	82.27	02/06/18			
						CL 77915	82.27
76934	S	335 ND DEPT OF TRANSPORTATION	103695.52	02/06/18			
						CL 77924	103695.52

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
76935	S	281 NDACO RESOURCES GROUP	507.00	02/06/18			
76936	S	756 NELCO FIRST AID	109.95	02/06/18		CL 77930	507.00
76937	S	1600 NELSON AUTO CENTER FLEET DEPT	40958.00	02/06/18		CL 77893 CL 77900	61.60 48.35
76938	S	364 NELSON INTERNATIONAL	50.82	02/06/18		CL 77884 CL 77887	23304.00 17654.00
76939	S	328 NORTHERN ENGINE & SUPPL	107.36	02/06/18		CL 77942	50.82
76940	S	348 NORTHERN IMPROVEMENT CO	1596.79	02/06/18		CL 77855	107.36
76941	S	3111 NORTHERN SALT INCORPORATED	10610.46	02/06/18		CL 77847	1596.79
76942	S	331 NORTHERN STATES SUPPLY	449.89	02/06/18		CL 77846	10610.46
76943	S	353 OHNSTAD TWICHELL	60904.55	02/06/18		CL 77947	449.89
76944	S	352 OK TIRE	72.00	02/06/18		CL 77888 CL 77897	52453.00 8451.55
76945	S	276 OSTROMS ACE HARDWARE	977.70	02/06/18		CL 77857	72.00
76946	S	3123 PERSONNEL CONCEPTS	253.45	02/06/18		CL 77842 CL 77873 CL 77931	872.52 13.58 91.60
76947	S	563 PETRO SERVE USA	2492.50	02/06/18		CL 77938	253.45
76948	S	1166 PRODUCTIVITY PLUS ACCOUNT	10727.47	02/06/18		CL 77841	2492.50
76949	S	1239 QUALIFICATION TARGETS, INC	197.14	02/06/18		CL 77856	10727.47
76950	S	1872 QUALITY ENGINE & MACHINE, INC	25.00	02/06/18		CL 77927	197.14
76951	S	623 QUALITY INN	502.20	02/06/18		CL 77889	25.00
76952	S	291 RICH MATTERN	50.65	02/06/18		CL 77863	502.20
76953	S	663 ROAD EQUIPMENT PARTS CENTER	53.59	02/06/18		CL 77880	50.65
76954	S	3122 ROBERT RUUD	75.00	02/06/18		CL 77941	53.59
76955	S	2513 SAFETY-KLEEN SYSTEMS, INC.	149.00	02/06/18		CL 77976 CL 77950	75.00 149.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
76956	S	450 SCHEELS	234.98	02/06/18	_____	CL 77935 CL 77980	124.99 109.99
76957	S	459 SHERWIN WILLIAMS	494.18	02/06/18	_____	CL 77858	494.18
76958	S	2655 SIMPLIFILE	505.00	02/06/18	_____	CL 77984	505.00
76959	S	274 STEVE MOTTINGER	4250.00	02/06/18	_____	CL 77879	4250.00
76960	S	88 STREICHER'S	637.00	02/06/18	_____	CL 77936	637.00
76961	S	733 SWANSTON EQUIPMENT CORP.	736.44	02/06/18	_____	CL 77870 CL 77913	407.61 328.83
76962	S	2486 USPCA	100.00	02/06/18	_____	CL 77934	100.00
76963	S	577 WAYNE TROPHIES	10.00	02/06/18	_____	CL 77952	10.00
76964	S	2184 WEST SIDE STEEL	10.00	02/06/18	_____	CL 77946	10.00
76965	S	549 WF PUB SCHOOLS DIST #6	84.38	02/06/18	_____	CL 77876	84.38
76966	S	3121 WINCAN LLC	130.00	02/06/18	_____	CL 77850	130.00
76967	S	338 XCEL ENERGY	32607.43	02/06/18	_____	CL 77865 CL 77866 CL 77867 CL 77868 CL 77909 CL 77988 CL 77989 CL 77990	123.48 366.68 476.36 284.76 199.55 143.18 323.27 30690.15

Total for Claim Checks 1077698.84
Count for Claim Checks 89

* denotes missing check number(s)

of Checks: 89 Total: 1077698.84

Invaders Raffle

Number of Prizes	Description	Place	Value
1	Vacation (Travel/Travel)	Travel/Travel	\$2,000.00
2	LG 70" TV	Best Buy	\$1,174.99
3	Surface i5 128 GB	Best Buy	\$889.99
5	Benelli - Affinity 3 (20GA)	Scheels	\$734.85
7	Kimber - Custom II (45ACP)	Scheels	\$707.25
4	LG 60" TV	Best Buy	\$699.99
6	Sharp 60" TV	Best Buy	\$599.99
8	Tikka - T3X Lite (270 Win)	Scheels	\$580.84
9	Canon DSLR	Best Buy	\$549.99
11	Kitchenaid Mixer	Best Buy	\$349.99
12	Remington - 879 Express (12 GA)	Scheels	\$331.38
14	Apple Watch	Best Buy	\$314.99
16	PS4 1 TB	Best Buy	\$299.99
15	Xbox One S 1 TB	Best Buy	\$284.99
13	iPad 9.7" 32 GB	Best Buy	\$279.99
10	\$500 Gift Card	Meats by John & Wayne	\$250.00
17	Samsung Galaxy Tab A 10.1	Best Buy	\$229.99
18	Samsung Galaxy Tab A 10.1	Best Buy	\$229.99
19	UE Bluetooth Speaker	Best Buy	\$199.99
20	Ring Video Doorbell	Best Buy	\$169.99
26	Coach Purse	Coach	\$137.87
25	Amazon Alexa	Best Buy	\$134.99
23	3 Training Sessions	Michael Guyton	\$125.00
21	Hue Lighting	Best Buy	\$114.99
28	Michael Kors Purse	Michael Kors	\$106.02
22	Massage & Sauna	Arhead Massage & Wellness	\$100.00
24	Sony Bluetooth Speaker	Best Buy	\$99.99
27	Google Home	Best Buy	\$99.00
29	4 Season Tickets	Fargo Invaders	\$50.00
30	4 Season Tickets	Fargo Invaders	\$50.00
31	4 Season Tickets	Fargo Invaders	\$50.00
32	4 Season Tickets	Fargo Invaders	\$50.00
		TOTAL	\$11,997.04



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (07/2016)

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

Full, Legal Name of Gaming Organization **RMEF Mindak Inc**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location West Fargo Conference Center			
Street 825 E Beaton Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 3/3/18	Ending Date(s) Authorized 3/3/18	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Ballroom			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known 3/3/18			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

*CK# 2812602042
 Pd 2-6-18
 \$100.00*



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

License Number (Office Use Only)

Site Owner (Lessor) West Fargo Conference Center		Site Name West Fargo Conference		Site Phone Number (701) 551-0120
Site Address 825 E Beaton Dr		City West Fargo	State ND	Zip Code 58078
County Cass		Rental Period 3/3/2018 to 3/3/2018		Monthly Rent Amount
Organization (Lessee) Rmef Mindak Inc				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ \$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
				Total Monthly Rent \$ 0.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Director of Sales	Date 2/6/18
Signature of Lessee (Top Executive Official)	Title	Date

Consent Agenda Item: d

FEB 13 2018



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Veterans Honor Flight Of Nd/mn (fka Wday Honor Flight)		Date(s) of Activity 2/20/18 to 9/20/2018	For a raffle, provide drawing date(s): 09/20/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jane Matejcek		Title President	Business Phone Number (701) 238-7749	
Business Address 112 1st St. East		City Hunter	State ND	Zip Code 58048-0000
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted West Fargo VFW		Site Address 308 Sheyenne Street		
City West Fargo		State ND	Zip Code 58078-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Buschnell 3-9x40	\$77.58	Raffle	Remington 870	\$349.00
Raffle	Rugar American	\$275.00	Raffle	LSI Howa	\$425.00
Raffle	Thompson 7mm	\$334.00	Raffle	Savage 12g	\$225.00
Raffle	CZ 712G2 12g	\$425.00	Raffle	Henry Evil 22	\$385.00
Raffle	Moss Patriot 270	\$431.00	Raffle	Savage XP223	\$319.00
Raffle	DPMS Panther	\$425.00			
Raffle	Savage Axis	\$319.00			
Raffle	Ruger 1022	\$274.00			
Raffle	Moss Patriot	\$393.00			
Total: \$					(Limit \$12,000 per year) 4,656.58

Intended uses of gaming proceeds: to help pay for airfare, hotel and buses for honor flight.

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 5,250.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Jane Matejcek</i>	Date 2/12/18	Title President	Business Phone Number 701-238-7749
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#10.00/ cash
pd 2-13-18

Consent Agenda Item: e

FEB 13 2018



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (9-2009)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Knights of Columbus Council 9642		Date(s) of Activity 6/11/18 to 6/11/18	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Matthew Klavan		Title	Business Phone Number 701-630-1568
Business Address 2711 7th St E	City West Fargo	State ND	Zip Code 58078
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Holy Cross Catholic Church		Site Address 2711 7th St E	
City West Fargo	State ND	Zip Code 58078	County Cass
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	
Raffle	Cash	2350	
Total:			(Limit \$12,000 per year) \$ 2350

Intended uses of gaming proceeds: Charitable donations

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official Matthew Klavan	Date 2-13-18	Title	Business Phone Number 701-630-1568
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*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 9

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: February 14, 2018

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

Pioneer Place 1st Addition, Replat & Rezoning from C: Light Commercial to PUD:
Planned Unit Development.

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

Lot 4 less the N 18' and Lots 5-11, Block 6 of Francis 2nd Subdivision, City of
West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Schedule a public hearing on the rezoning at 5:30 pm on March 5, 2018.



www.westfargond.gov

Larry M. Weil, Planning and Community Development Director
Tim Solberg, Senior Planner
Lisa Sankey, Assistant Planner

NOTICE OF PUBLIC HEARING

A public hearing will be held on the 5th day of March 2018, at 5:30 P.M. at the City Hall of West Fargo, North Dakota, concerning the enactment of a proposed zoning ordinance. The proposed ordinance involves the following:

Lot 4 less the N 18' and Lots 5-11, Block 6 of Francis 2nd Subdivision, City of West Fargo, North Dakota (Proposed Pioneer Place 1st Addition)

The ordinance is for the purpose of rezoning from a C: Light Commercial District to a PUD: Planned Unit Development District.

A copy of the proposed ordinance is available for public inspection and copying at the office of the City Auditor between the hours of 8:00 A.M.-5:00 P.M. all days except weekends and holidays.

BY ORDER OF THE CITY COMMISSION OF THE CITY OF WEST FARGO, NORTH DAKOTA

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

(Please Publish February 19 and 26, 2018)

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # i

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: February 14, 2018

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

North Pond at the Preserve 12th Addition, a retracement plat.

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

Lots 1 & 2, Block 1 of North Pond at the Preserve 9th Addition, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Final Plat Approval subject to conditions listed in the staff report.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A17-45		Combination/Retracement Plat	
North Pond at the Preserve 12 th Addition			
Lots 1-2, Block 1 of North Pond at the Preserve 9 th Addition, City of West Fargo, North Dakota			
Applicant/Owner: Y&Z Realty Group		Staff Contact: Tim Solberg	
Planning & Zoning Commission:		12-11-2017 - Approval	
City Commission:		02-19-2018	

PURPOSE:

Combination of two existing platted lots into one.

STATEMENTS OF FACT:

Land Use Classification:	General Commercial
Existing Land Use:	Vacant
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	CO: Corridor Overlay District (Veteran's Blvd)
Proposed Lot size(s) or range:	86,822 ft ²
Total area size:	86,822 ft ²
Adjacent Zoning Districts:	C: Light Commercial
Adjacent street(s):	Bluestem Dr E (Local); 24 th Ave E (Local); Veteran's Blvd (Arterial)
Adjacent Bike/Pedestrian Facilities:	Sidewalk to be installed along Bluestem Dr E and 24 th Ave E Multi-Use Path along Veteran's Blvd
Available Parks/Trail Facilities:	Rustad Park Facility accessible within ½ mile by sidewalks and path
Public Dedication Requirements:	Provided with previous subdivision.

DISCUSSION AND OBSERVATIONS:

- The applicant is proposing to combine two previously subdivided lots into one to construct a commercial property.
- Property owners wishing to combine properties which have been previously platted for the purpose of building across lot lines and/or increasing lot area to address district requirements may submit a retracement plat provided the following conditions are met:
 1. No additional right-of-way is required or being established.
 2. There is no proposed or perceived need of public improvements as a result of the combining of platted lots.
 3. Lots to be combined are contiguous and under common ownership.
- The proposed retracement plat will not affect the property or use. The retracement plat will be given a subdivision name with a lot and block number, which will be of benefit to the City and Cass County for administration purposes.
- With retracement plats there are no street right-of-way dedication or park dedication requirements.
- A public hearing is not required, though the applicant must plat the property according to platting standards and the plat must be reviewed by the Planning and Zoning and City Commissions.

STAFF REPORT

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- None

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

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

RECOMMENDATIONS:

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

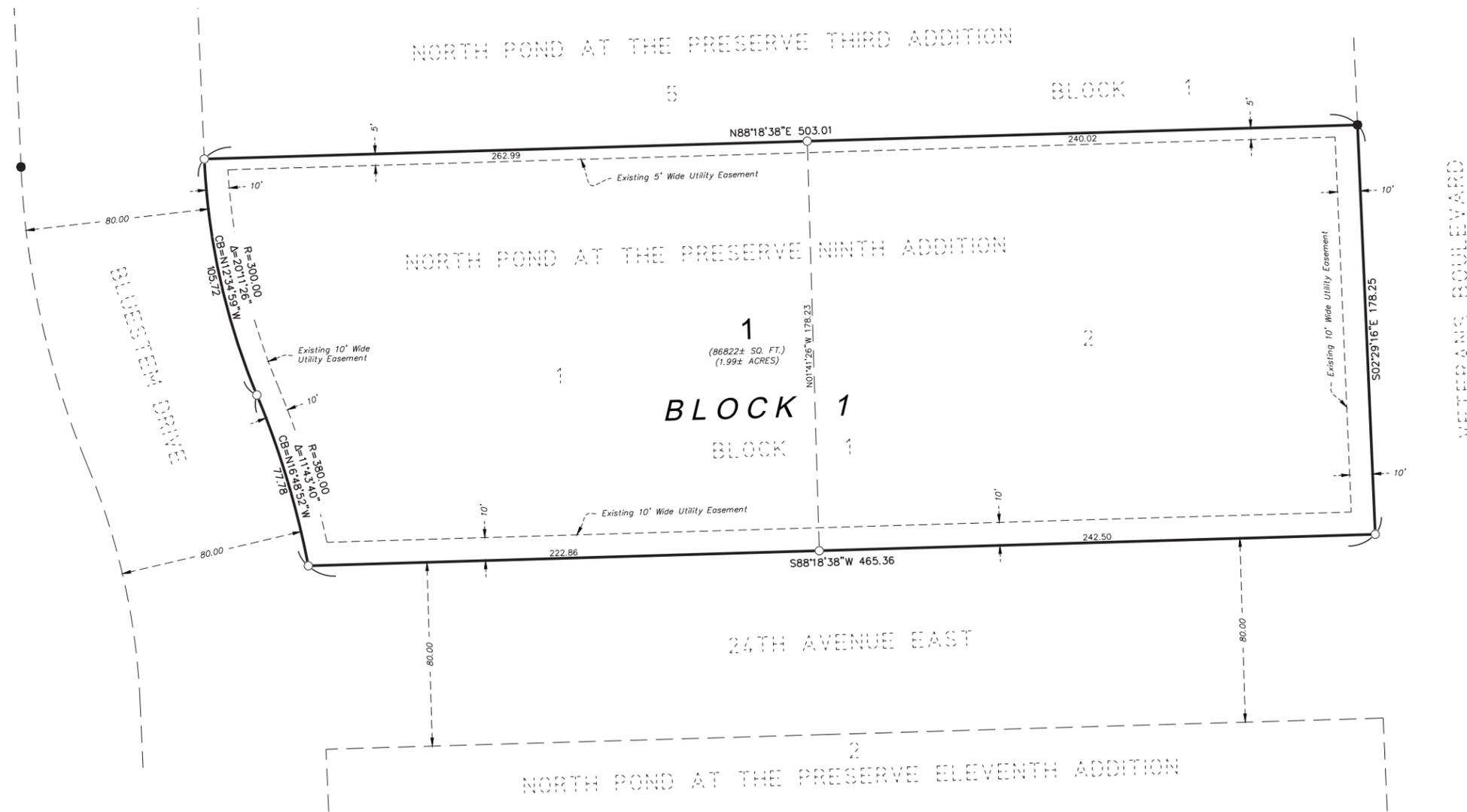
1. An Attorney Title Opinion to the City of West Fargo is received.
2. Signed Final Plat is received with any necessary easements.
3. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their December 11, 2017 meeting, the Planning and Zoning Commission approved the application, subject to the three conditions listed above.

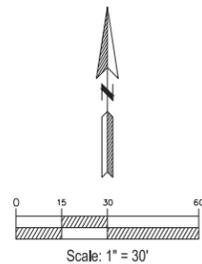
PLAT OF NORTH POND AT THE PRESERVE TWELFTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 & 2, BLOCK 1, NORTH POND AT THE PRESERVE NINTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

- DENOTES FOUND SURVEY MONUMENT
- DENOTES 5/8" REBAR SET AND MARKED LS-8064
- DENOTES BOUNDARY LINE
- - - - - DENOTES ADJACENT LOT LINE
- - - - - DENOTES EASEMENT LINE



PLAT OF NORTH POND AT THE PRESERVE TWELFTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 & 2, BLOCK 1, NORTH POND AT THE PRESERVE NINTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

DEDICATION

We, the undersigned, do hereby certify that we are the owners of Lots One and Two, Block One, of North Pond at the Preserve Ninth Addition to the City of West Fargo; that we have caused the above described tract of land to be surveyed and platted as NORTH POND AT THE PRESERVE TWELFTH ADDITION to the City of West Fargo, a replat of Lots One and Two, Block One, of North Pond at the Preserve Ninth Addition to the City of West Fargo, Cass County, North Dakota; containing 1 Block and 1 Lot and do hereby dedicate to the public, for public use, all utility easements as shown on this plat.

Yun Chen, President
Y & Z Realty Group, LLC

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared Yun Chen, President, Y & Z Realty Group, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

Notary Public, Cass County, ND

My Commission Expires _____

CONSENT TO FILE PLAT

Mortgagee: Gate City Bank

Gate City Bank

STATE OF
COUNTY OF

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared _____

_____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

Notary Public,

My Commission Expires _____

SURVEYORS CERTIFICATE AND ACKNOWLEDGMENT

I, Nathan G. Anderson, Registered Land Surveyor under the laws of the State of North Dakota, do hereby certify that I have surveyed and platted the property described on this plat as NORTH POND AT THE PRESERVE TWELFTH ADDITION to the of City West Fargo, Cass County, North Dakota; that this plat is a correct representation of said survey; that all distances are shown correctly on said plat in feet and hundredths of a foot; that all monuments are or will be installed correctly in the ground as shown; and that the exterior boundary lines are correctly designated.

Dated this _____ day of _____, 20____.

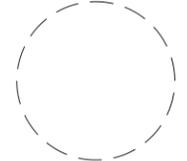
Nathan G. Anderson
Registered Land Surveyor
ND Reg. No, LS-8064

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared Nathan G. Anderson, Registered Land Surveyor, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

Notary Public, Cass County, ND

My Commission Expires _____



CITY OF WEST FARGO PLANNING COMMISSION APPROVAL

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

Tom McDougall, Chairman
City of West Fargo Planning Commission

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared Tom McDougall, Chairman, City of West Fargo Planning Commission, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed same on behalf of the City of West Fargo Planning Commission.

Notary Public, Cass County, ND

My Commission Expires _____

WEST FARGO CITY ENGINEERS APPROVAL

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

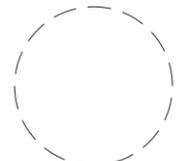
Dustin Scott, City Engineer

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared Dustin Scott, City Engineer, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as City Engineer.

Notary Public, Cass County, ND

My Commission Expires _____



WEST FARGO CITY COMMISSION APPROVAL

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

Rich Mattern, President of
the West Fargo City Commission

Tina Fisk, City Auditor
City of West Fargo

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared Rich Mattern, President of the West Fargo City Commission, and Tina Fisk, City Auditor, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed same on behalf of the City of West Fargo.

Notary Public, Cass County, ND

My Commission Expires _____

I, John T. Shockley, City Attorney for the City of West Fargo, hereby approve the plat of NORTH POND AT THE PRESERVE TWELFTH ADDITION. Dated this _____ day of _____, 20____.

John T. Shockley
City Attorney,
City of West Fargo

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared John T. Shockley, City Attorney, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as West Fargo City Attorney.

Notary Public, Cass County, ND

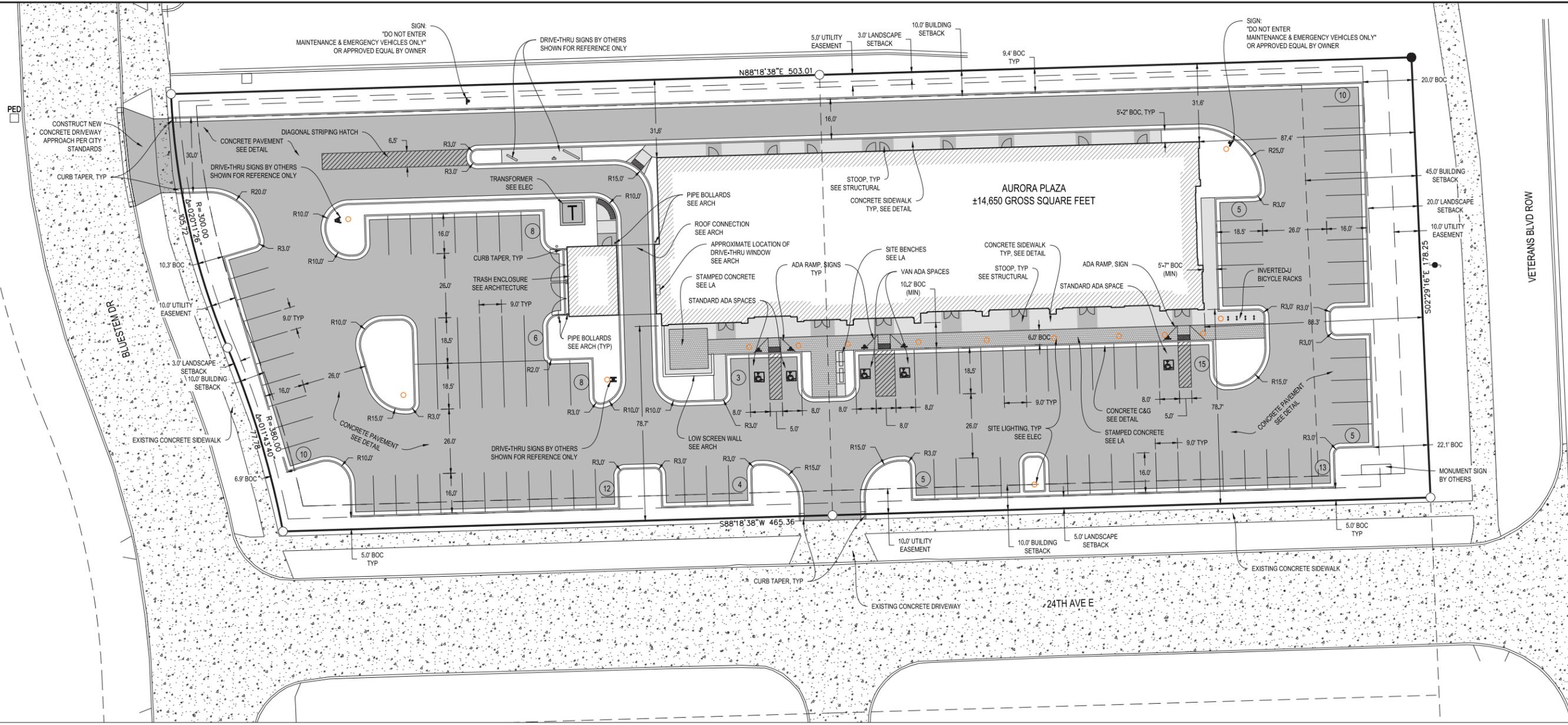
My Commission Expires _____

LJA JOB #	17097
PROJ. DATE	11-02-2017
FILE NAME	17097_C1.0
DWG. SCALE	1" = 20' @ 24" x 36"
CHECKED BY	TMT
DRAWN BY	SKW

SHEET DESCRIPTION

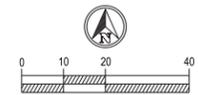
SITE PLAN

C400



SITE NOTES:

1. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED
2. ALL DIMENSIONS ARE MEASURED HORIZONTALLY
3. ACCESSIBLE RAMPS SHALL BE INSTALLED PER ADA REGULATIONS
4. CONTRACTOR SHALL PROVIDE BOND BREAKER BETWEEN SIDEWALK AND BUILDING
5. CONTRACTOR SHALL COORDINATE STOOP CONSTRUCTION WITH SURFACE CONCRETE
6. CONTRACTOR SHALL PROVIDE A 3" TAPER IN CURB WHERE CURBING TERMINATES
7. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
8. ALL RADII AT FACE OF CURB ARE 5' UNLESS OTHERWISE NOTED
9. DIMENSIONS FOR BUILDING TIE ARE TO FACE OF BUILDING
10. SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS
11. REFER TO LANDSCAPE ARCHITECTURE SHEETS FOR STAMPED CONCRETE PATTERNS AND COLORS
12. CONTRACTOR SHALL BE RESPONSIBLE FOR HISHER OWN TAKEOFF QUANTITIES
13. LIGHT POLE BASES SHALL CONSTRUCTED PER DETAIL 6, SHEET C801
14. SEE ARCHITECTURE FOR BOLLARD DETAIL



BENCHMARK:

SOUTHEAST FLANGE BOLT OF HYDRANT LOCATED ON THE SOUTH SIDE OF 24TH AVE E, ACROSS FROM SUBJECT PROPERTY
 ELEV = 905.09 (NGVD29)

BASIS OF BEARING:

THE SOUTH LINE OF BLOCK 1, NORTH POND AT THE PRESERVE NINTH ADDITION IS ASSUMED TO BEAR S88°18'38"W.

Agenda # j
Agenda Code Consent
Project # 19923

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Dustin Scott

2. PHONE NO. 282-4692 DATE: February 19, 2018

3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: _____
Review Plans & Specs for Water Improvement Project No. 1313

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Water Distribution Loop – 9th St NE (Main Ave to 12th Ave)

5. ACTION BEING REQUESTED FROM CITY COMMISSION: _____
Approve Plans & Specs for Water Improvement Project No. 1313
Authorize Ad for Bids for Water Improvement Project No. 1313

Agenda # 1
Agenda Code Consent
Project # 19917

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Dustin Scott

2. PHONE NO. 282-4692 DATE: February 19, 2018

3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: _____
Review Plans & Specs for Sidewalk Improvement District No. 6054

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
2018 Walks

5. ACTION BEING REQUESTED FROM CITY COMMISSION: _____
Approve Plans & Specs for Sidewalk Improvement District No. 6054
Authorize Ad for Bids for Sidewalk Improvement District No. 6054

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 1

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg
2. PHONE NUMBER: 433-5320 DATE: February 15, 2018

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

The Park District is planning for an addition to construct an indoor turf field which is approximately 56,080 ft². They do not plan to increase the parking lot size as they feel the existing parking lot is adequate to provide reasonable parking for the addition. They have secured shared parking agreements with two adjacent neighbors to provide for overflow in the event that it is required. They also have some space on the site to add additional parking if it is necessary in the future. They are requesting a reduction in parking as provided for in Section 4-450 by resolution of the City Commission prior to proceeding with bidding the project.

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

Located at 501 26th Avenue East (Lot 2, Block 7 of South Pond at the Preserve 1st Addition), City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval with maintenance of parking agreements to provide for overflow if needed and agreement that additional parking will be constructed on site if deemed necessary by the City Commission.



February 2, 2018

Tim Solberg
Senior Planner
City of West Fargo

Dear Mr. Solberg:

The West Fargo Park District did a parking lot assessment on Saturday, December 2 to confirm the parking lot usage. We tracked the usage throughout the day and evening. The Saturday we tracked is a typically "busy" Saturday with Metro Basketball and Birthday Parties going on simultaneously.

As we predicted, there is a 10 to 15-minute window multiple times throughout the day when one basketball game ends and another basketball game begins. During this "crossover" time is when open parking spaces are at a minimum. We counted a minimum of 15 open parking spaces within the Rustad Recreation Center parking lot during multiple crossover times. When the crossover time ended, there was a minimum of 35 open parking spaces.

We did not include in this parking lot assessment the ability to use our backup parking spaces at the adjacent Freedom Elementary and Trinity Elementary, or Wex which is across the street. High usage times should continue to be primarily on Saturdays with the Rustad Recreation Center expansion project. There is no current program that consistently generates the high amount of traffic that Metro Basketball does on Saturdays. Metro Basketball runs from October – January of each year.

It is our strong opinion of Park staff that no additional parking lot spaces are needed with this proposed Rustad Recreation Center expansion.

A blue ink signature of Justin Germundson, consisting of a stylized 'J' and 'G'.

Justin Germundson
Business Manager
West Fargo Parks
Direct: 701-551-7119

A blue ink signature of Lance Belisle, written in a cursive style.

Lance Belisle
Recreation Manager
West Fargo Parks
Direct: 701-551-7120

January 19, 2018

Barb Erbstoesser
 West Fargo Park District
 601 26th Ave E
 West Fargo ND 58078

Barb:

The school district has received your request regarding the use of the Freedom Elementary School parking lot as overflow for the Rustad Recreation Center and vice versa.

When the school district envisioned the Freedom Elementary School site, we met with the Park District regarding its adjacent property. The purpose of those meetings was to determine if there were shared uses that would benefit both parties. That included the trail system, playground amenities and shared parking.

The school district continues to have an interest in these shared purposes. Specifically regarding parking, we recognize the value to both entities to have access to additional parking during peak times for one entity when the other's parking lots are underutilized. For the school district, those times occur nights, weekends and during the summer.

As with any shared arrangement, communication is essential. Our expectation would be that any required uses were coordinated with the administration at Freedom Elementary to ensure that there are no conflicts. It is also important to note that there may be instances when the lots would be impacted by snow, maintenance or other activities that could interfere with their use. These issues could also be communicated between the parties prior to their use.

Please work directly with the administration at Freedom Elementary to coordinate share parking uses between Freedom Elementary School and the Rustad Recreation Center.

If you have questions about this request, please contact me at 701-356-2002.

Sincerely,



Mark P. Lemer
 Business Manager



January 31, 2018

Ms. Barbara Erbstoesser
Executive Director
West Fargo Park District
601 26th Avenue East
West Fargo, ND 58078

Re: Overflow Parking for Rustad Recreation Center

Dear Ms. Erbstoesser:

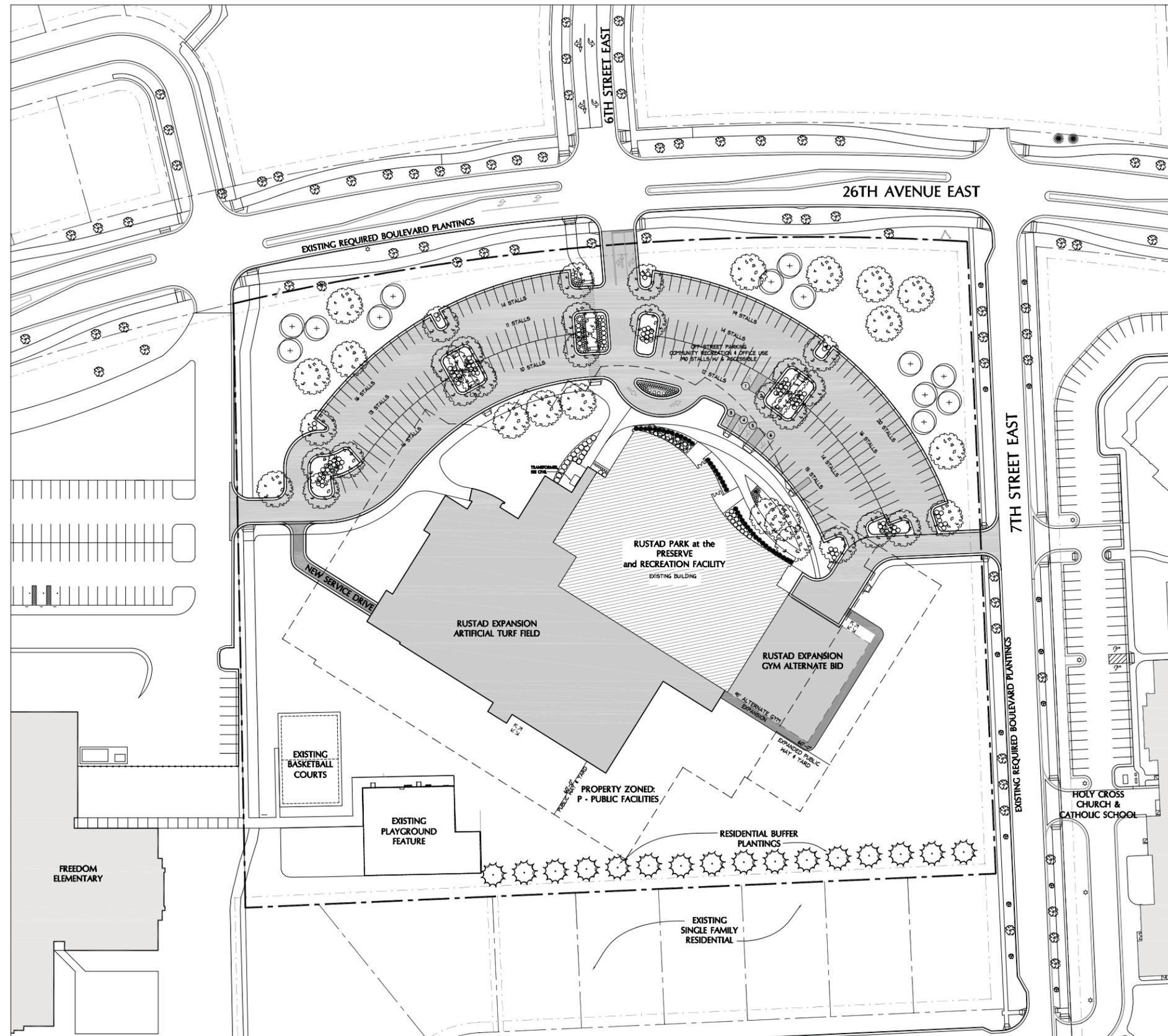
We are delighted to hear, and we support, West Fargo Park District's plans to expand the Rustad Recreation Center ("Center").

On a case-by-case basis, we would be happy to provide the Center with occasional overflow parking at our premises located at 700 26th Avenue East, West Fargo, ND. Please call or email Camilla Haiskanen at 701.238.1894 as much in advance as possible so that we can check to make sure there are no conflicts for our business operations with the date and time you propose.

We look forward to continuing to partner with you as neighbors. Good luck with the construction.

Sincerely,


Jeff Young
President, WEX Health Inc.



Site Notes:

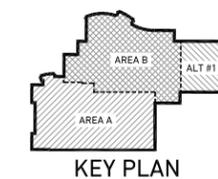
- ① NEW SEEDING OVER 4" MINIMUM BLACK DIRT, SEE CIVIL FOR GRADING INFORMATION.
- ② NEW SOG OVER 4" MINIMUM BLACK DIRT, SEE CIVIL FOR GRADING INFORMATION.
- ③ NEW 4" REINFORCED CONCRETE SIDEWALK, SEE CIVIL.
- ④ NEW ASPHALT PAVING, SEE CIVIL.

General Site Notes:

- ① CONTRACTORS TO VISIT SITE AND FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS.
- ② CONTRACTORS TO LOCATE UNDERGROUND UTILITIES, ETC PRIOR TO ANY CONSTRUCTION AND EXCAVATION.
- ③ SEE CIVIL SITE PLANS, DETAILS, & SPECIFICATIONS FOR ALL SIDEWALKS, PAVEMENTS, UTILITY WORK, ETC.
- ④ SEE ELECTRICAL SITE PLAN, DETAILS, & SPECIFICATIONS FOR ALL SITE LIGHTING INFORMATION.

Site Legend:

- LARGE - SITE PLANTING
- MEDIUM - SITE PLANTING
- LARGE - SHRUB - EVERGREEN
- SMALL - SHRUBS - EVERGREEN
- LARGE - TREE
- SMALL - TREE
- TREE - EVERGREEN
- SMALL - SITE SHRUBS
- PERENNIALS

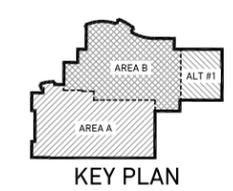
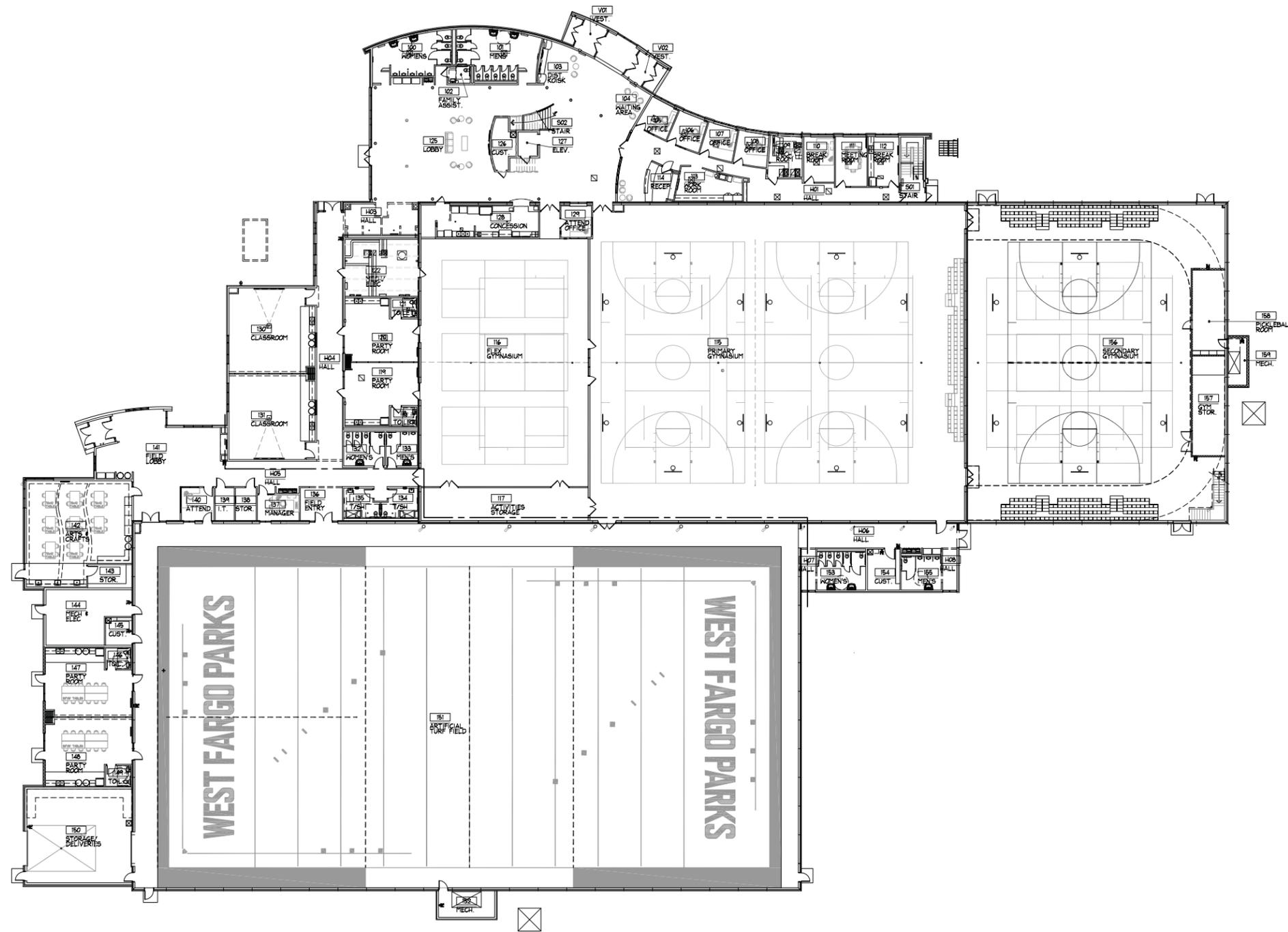


RUSTAD RECREATION CENTER EXPANSION AT THE PRESERVE
 WEST FARGO, NORTH DAKOTA

ARCHITECTURAL SITE PLAN

① ARCHITECTURAL SITE PLAN
 SCALE: 1" = 40'-0"





1 OVERALL FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



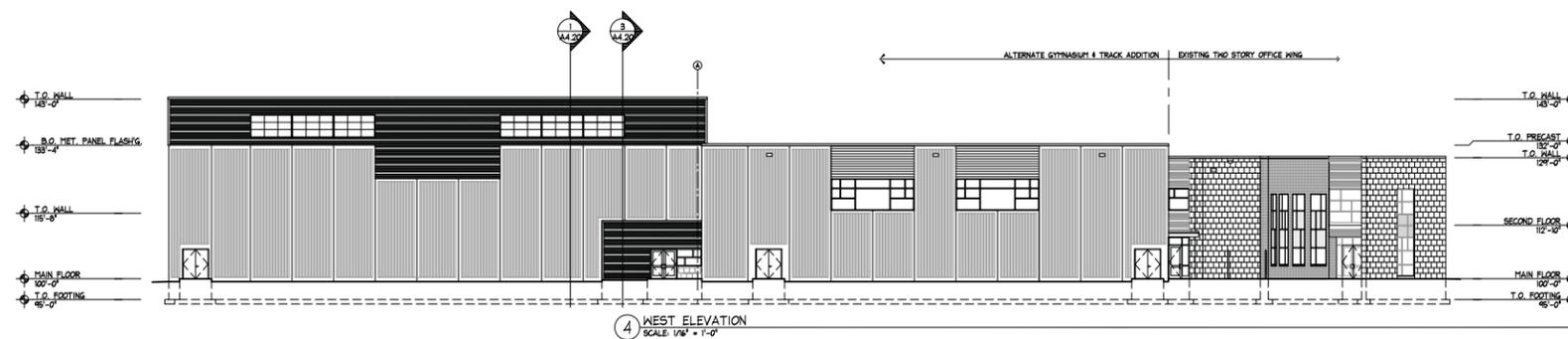
OVERALL MAIN FLOOR PLAN
 ALTERNATE MAIN FLOOR PLAN

Elevation Notes:

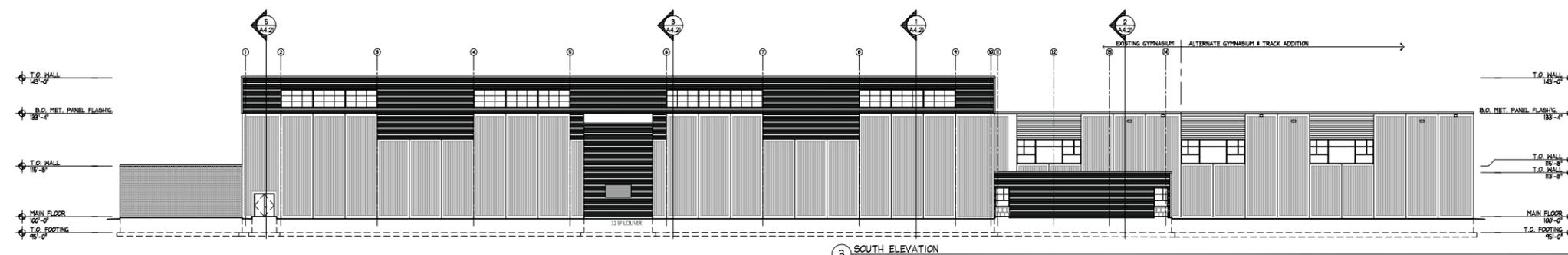
① CONTROL JOINTS ARE INDICATED BY THE ABBREVIATION 'C.J.' ON THE ELEVATIONS. SEE DETAILS 5/A/3.5 OR 6/A/3.5.

Materials Key:

- FACE BRICK VENEER
- ARCHITECTURAL PRECAST CONCRETE
- PREFINISHED METAL WALL PANEL TYPE-1
- PREFINISHED METAL WALL PANEL TYPE-2
- PREFINISHED METAL FLAT-LOCK PANEL TYPE-3
- INSULATED GLASS SPANDREL PANEL



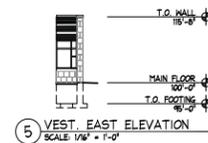
④ WEST ELEVATION
SCALE: 1/8" = 1'-0"



③ SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



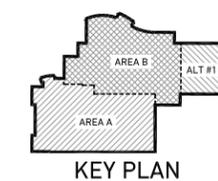
② EAST ELEVATION
SCALE: 1/8" = 1'-0"



⑤ WEST EAST ELEVATION
SCALE: 1/8" = 1'-0"



① NORTH ELEVATION
SCALE: 1/8" = 1'-0"



RUSTAD RECREATION CENTER EXPANSION AT THE PRESERVE

WEST FARGO, NORTH DAKOTA

EXTERIOR ELEVATIONS

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 2

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: February 14, 2018

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

Planned Unit Development Amendment for a Medical Center

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

1220 Sheyenne Street (Lot 18, Block 3 of Lepirds Addition), City of West Fargo,
North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval of Planned Unit Development Amendment subject to the conditions as
recommended in the staff report and resolution to approve a reduction in parking
requirements based on justification provided in the staff recommendations.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A18-5		PLANNED UNIT DEVELOPMENT AMENDMENT	
1220 Sheyenne St			
Lot 18, Block 3, Lepirds Addition, City of West Fargo, North Dakota			
Applicant: JLG Architects		Staff Contact: Tim Solberg, AICP	
Owner: Sanford Health			
Planning & Zoning Commission Introduction:		02-12-2018	
Public Hearing:		02-12-2018 - Approval	
City Commission:		02-19-2018	

PURPOSE:

Amendment to an approved Planned Unit Development to accommodate major renovation of an existing medical clinic and retail pharmacy.

STATEMENTS OF FACT:

Land Use Classification:	Office Park
Existing Land Use:	Clinic and Retail Pharmacy
Current Zoning District(s):	PUD: Planned Unit Development
Zoning Overlay District(s):	CO-SR: Sheyenne River Corridor Overlay; CO-R: Redevelopment Corridor Overlay
Proposed Lot size(s) or range:	±3.21 acres
Total area size:	±3.21 acres
Adjacent Zoning Districts:	North – R-1A: Single Family South – R-1A: Single Family East – R-1: One and Two Family and R-1A: Single Family West – P: Public
Adjacent street(s):	13 th Avenue W (Arterial) and Sheyenne Street (Minor Arterial)
Adjacent Bike/Pedestrian Facilities:	Sidewalks along 13 th Avenue West and Sheyenne Street
Available Parks/Trail Facilities:	Sheyenne River and North Elmwood Park within ¼ mile accessible by sidewalks.

DISCUSSION AND OBSERVATIONS:

- Applicant has submitted an application, preliminary site plans, and preliminary building elevation drawings.
- A Planned Unit Development for a major renovation to the existing clinic was approved by the City Commission on March 20, 2017. Sanford Health has since changed their plans for a two phased renovation and is planning to completely build the new clinic next to the existing clinic and tear down the existing clinic when the new clinic is finished.
- In the previous approval process, a variance on encroachment within the required building control line adjacent to the Sheyenne River as outlined in Section 4-431-C of West Fargo City Ordinances was approved. The applicant will continue the variance with the parking lot. A new variance does

STAFF REPORT

not appear to be necessary; however, the existing approved variance should be carried over and noted on the revised plans and agreements.

- The site plan shows the clinic structure setback 13.5 feet from the north property line, approximately 65 feet from the south property line (13th Avenue West), and about 195 feet from the east property line (Sheyenne Street). The primary access to the site is from 13th Avenue with the existing access from Sheyenne Street remaining and a new access from 13th Avenue to the west in alignment with River Street. Parking lots are located on the Sheyenne Street side, west side of the clinic, and along 13th Avenue West. A drive-up window for pharmacy pickup is located on the west side of the building. A 33-foot landscaped feature area is shown along Sheyenne Street.
- The building elevation plans show a 2-story building with the front facing 13th Avenue West. A canopy drop-off area is shown on the south. The building is to be faced primarily with EIFS with brick and cast stone detailing. A dominant corner façade is included for visual detail of the building at the corner to highlight the building facing the Sheyenne and 13th intersection.
- The existing clinic has approximately 90 parking spaces for an approximately 12,163 ft² building. The new proposal is to provide 147 spaces for a 26,317 ft² clinic. Parking for medical offices and clinics according to the parking regulations would be five spaces per doctor, plus one additional space per employee on the largest shift. The project narrative states that the building has the potential for housing 30 providers. This would require 150 parking stalls and 1 stall per employee at the largest shift. If it can be demonstrated by the property owner through market studies or other means that the required off-street parking is excessive and/or a lower parking demand is supported by the Institute of Traffic Engineers Parking Generation manual and a lesser requirement justifiable, the City Commission may reduce the number of required spaces by passage of a resolution approved by a majority of the members of the City Commission.
- The staff reviewed the access points in light of existing access control standards and future plans and studies for the area. Although they would permit the access locations at this time as existing, there is potential that they may be restricted in the future if conditions change and the current access interrupts the functional area of the intersection of Sheyenne Street and 13th Avenue.
- The applicant intends to provide signage in a monument and on the walls which are facing public view. The signage in the district would not allow greater than 32 ft² as institutional signage, however it can be increased through the PUD. Staff would suggest following the C-OP District standards to limit signage to one wall mounted sign for each public street frontage not to exceed 80 ft² per sign and one monument-style sign limited to 150 ft² and 35' in height.
- In addition to the requirements provided in the detailed plans, development of the site will also be subject to 4-431-B Redevelopment Corridor Overlay District Regulations, 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
- The applicant intends to begin construction this spring

NOTICES:

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

Comments Received:

- None to date.

STAFF REPORT

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

- The property is an existing use, which was accommodated as a conditionally permitted use within the R-1 Zoning District. Adjacent uses should be considered for compatibility and if deemed incompatible should be provided with adequate buffering to prevent conflicts between the uses.

RECOMMENDATIONS:

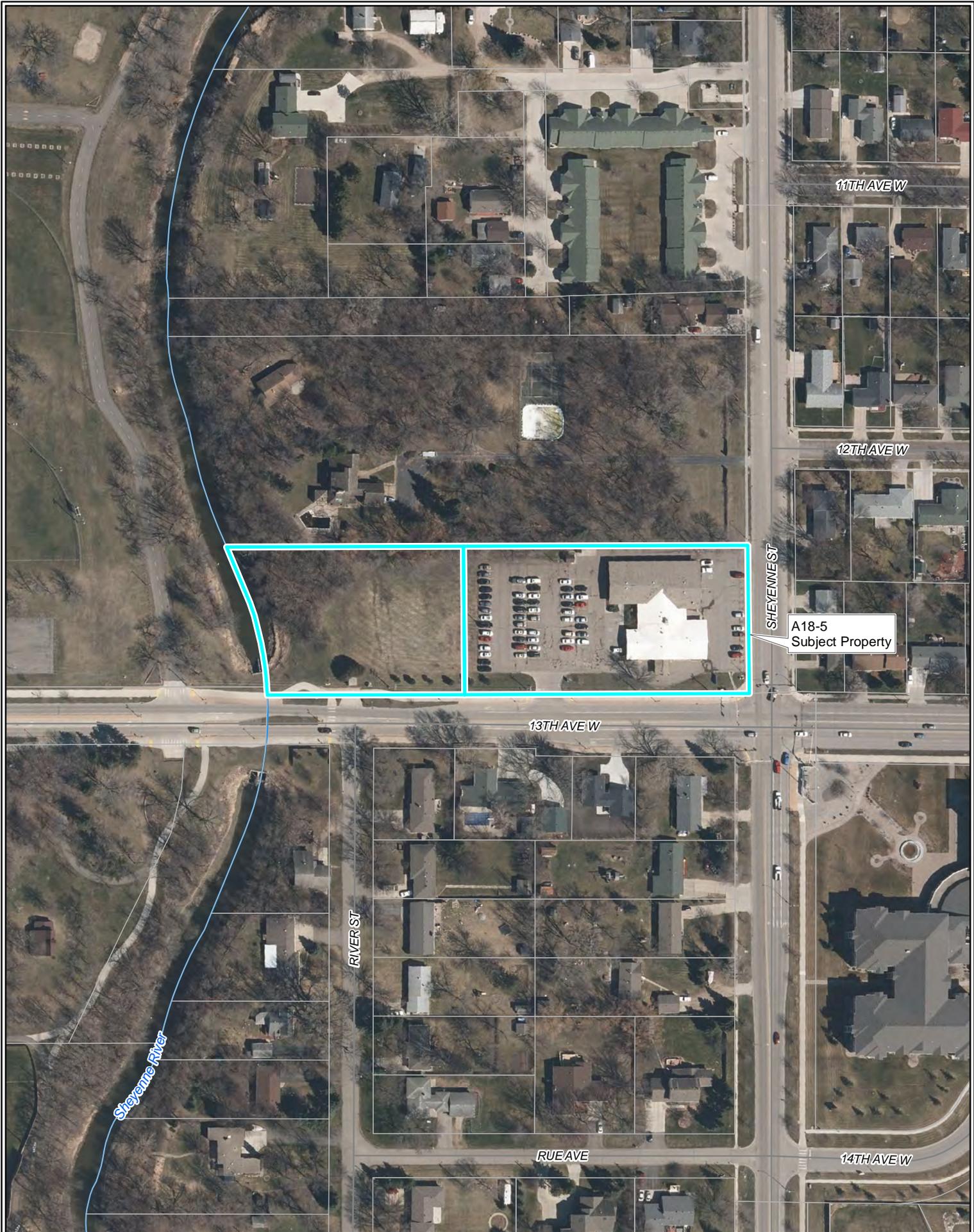
It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. Parking requirements are further refined and if necessary shared parking agreements are provided to be considered in a resolution for reduction in parking by the City Commission.
2. Signage follow the standards set in the C-OP: Commercial Office Park district regulations.
3. Development be subject, but not limited to sections 4-431-B CO-R: Redevelopment Corridor Overlay District, 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

PLANNING AND ZONING RECOMMENDATION:

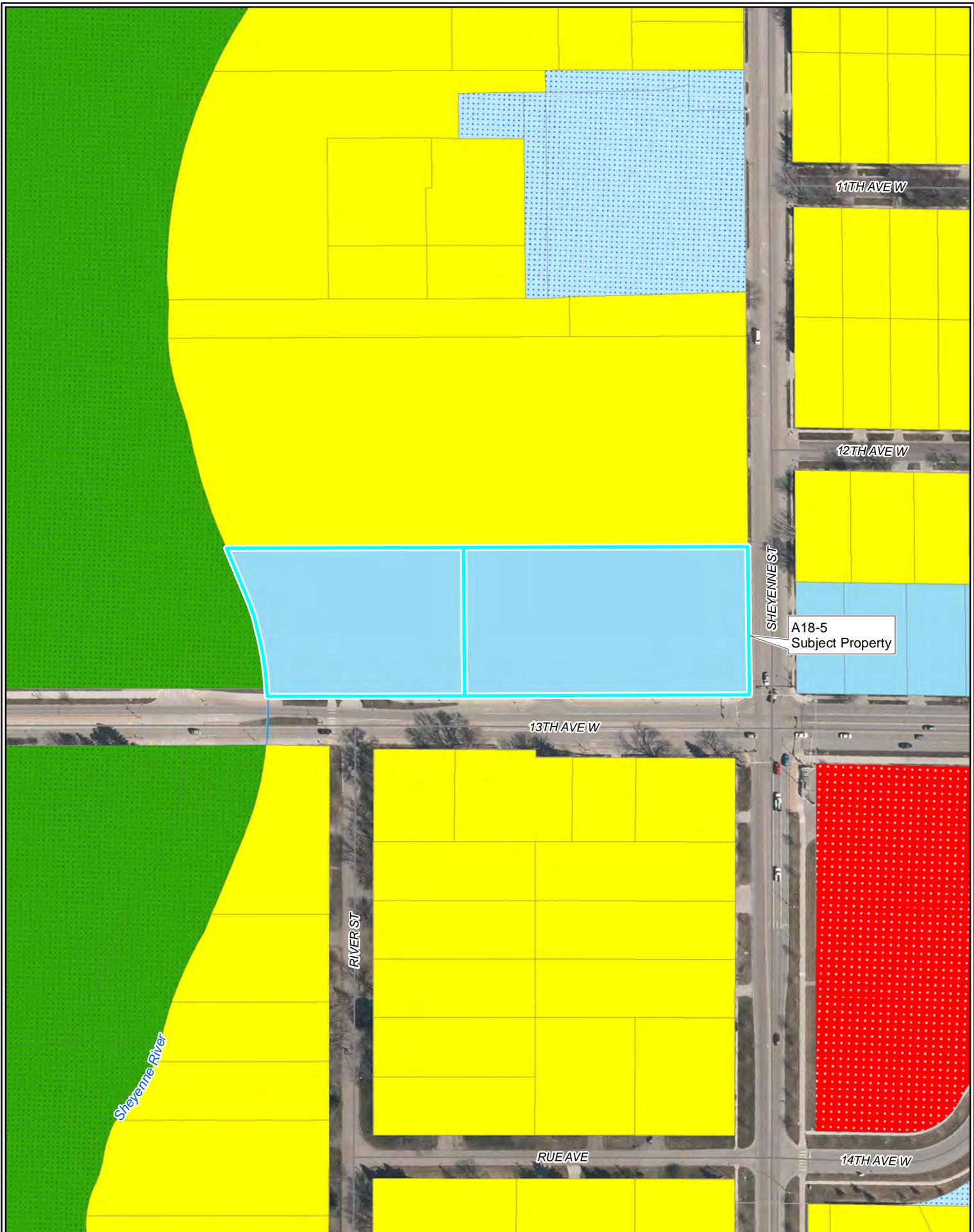
At their February 12, 2018 meeting, the Planning and Zoning Commission approved the application based on the three conditions listed above. An updated PUD Agreement will need to signed prior to issuance of a building permit and should be added as a condition of approval.

The issue of parking requirements was also discussed. It was determined by staff that a recommendation could be justified to reduce the current parking requirement to align with the Institute of Traffic Engineers (ITE) Parking Generation Manual 4th Edition average peak demand of 1 space per 200 ft² of gross floor area resulting in a parking requirement of 132 spaces. The clinic is proposing to provide 147 parking spaces. Staff recommends to allow for a reduction in parking.



A18-5
Subject Property





A18-5
Subject Property

City of
WEST FARGO

<ul style="list-style-type: none"> A: Agricultural C: Light Commercial C-PUD: PUD in General Commercial C-OP: Commercial Office Park C-OP-PUD: PUD in Office Park 	<ul style="list-style-type: none"> HC: Heavy Commercial LI: Light Industrial CM-PUD: PUD in Light Industrial M: Heavy Industrial P: Public 	<ul style="list-style-type: none"> P-PUD: PUD in Public R-L1A: Large Lot Single Family Dwelling R-1A: Single Family Dwelling R-1: One and Two Family Dwelling 	<ul style="list-style-type: none"> R-1SM: Mixed One and Two Family Dwelling R-2: Limited Multiple Dwelling R-3: Multiple Dwelling R-4: Mobile Home R-5: Manufactured Home Subdivision R-1E: Rural Estate R-R: Rural Residential R-PUD: PUD in Residential
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JLG 15140R Sanford West Fargo Clinic

RE: PUD Amendment Narrative

January 19, 2018

Site Narrative

1. The site is located at the Northwest corner of Sheyenne Street and 13th Avenue.
2. The address is 1220 Sheyenne Street and is Lot 18, Block 3, Lepirds Addition.
3. The existing zoning for this lot is R-1: One and Two Family and will be rezoned to PUD: Planned Unit Development to allow for the construction of a new two-story clinic. After the new clinic is operational the existing building will be razed and become space for a new parking lot.
4. The building will meet the current setback requirements of the R-1 zoning.
5. Per the Development Review Meeting on January 16th, Engineering indicated that the site will only need to meet the storm water requirements of a site with "Local Retention." The site will accommodate this retention volume by providing oversized storm pipe to meet the additional storm water volume. The site will also meet the runoff release rates of the site 5yr pre-development flow rates.
6. Landscaping will be provided on site and will follow the guidelines established by the City of West Fargo. It is Sanford's intent to provide a large landscaped area adjacent to Sheyenne Street that will be developed further as design progresses.
7. Parking will be provided in two lots on the east and west sides of the new clinic. The preliminary parking counts are as follows:
 - a. Existing: 84 Stalls
 - b. Proposed: 147 Stalls
 - c. Net Gain: 63 Stalls
8. There is an existing city watermain that runs parallel to the north property line that dead ends to a fire hydrant on the west end of the property. This line will be capped and abandoned once the old clinic is ready for demolition. New utility services will be installed for the new clinic. A potable line and separate fire protection line will connect to the existing watermain located along the north curb line of 13th Avenue West. A new sanitary sewer service will connect with an existing service from the manhole located at the northeast corner of the site.

To/CC: (CC if not checked)

- Tim Solberg
City of West Fargo
- Lisa Sankey
City of West Fargo
- Cathy Wagner
Sanford Health
- Phil Siek
Sanford Health
- Tony Eukel
MBN Engineering
- Todd Medd
JLG Architects

Architectural Narrative

1. The building will be two stories, with the second story being smaller than the first story.
2. The building will consist of a steel and concrete superstructure as well as a steel roof structure.
3. The building will not have a basement and will be slab-on-grade construction for the main floor. It will have an elevated slab on metal deck second floor.
4. The majority of the mechanical systems will be housed in enclosed mechanical rooms on the second floor. Some rooftop mechanical equipment will be provided. This equipment will be positioned to minimize its visibility from the ground and public streets.

5. The roof will be an EPDM membrane system.
6. The exterior of the building will consist of a combination of direct applied finished insulation (EIFS), brick, and cast stone detailing. The building is designed to be similar to the Sanford Health corporate aesthetic.
7. An entrance canopy is planned, but may not be built depending on the project budget.
8. Owner provided signage will be present on the public facades of the building. In addition, owner provided monumental signage will be provided at the site entrance points and at the corner of Sheyenne and 13th avenue south.
9. The Southeast corner of the building (facing Sheyenne and 13th avenue south) is being designed to be the dominant façade/corner. Additional detailing, architectural massing, and fenestration will be present on this façade to anchor the corner and be visually appealing.

Operations Narrative

1. The building is being designed for 5 clinical neighborhoods, with a capacity for 30 providers. The project is being designed such that based on bids the 5th neighborhood could be constructed as an empty shell for a future fit-up. This will not require any modification to the exterior of the building at the future fit-up time.
2. There will be space for a retail pharmacy with drive-thru within the building.
3. There will be space for imaging and lab support spaces within the building.
4. There will be support spaces (mechanical, electrical, janitorial, staff) within the building.



SCHEMATIC RENDERING ONLY, NOT FOR CONSTRUCTION

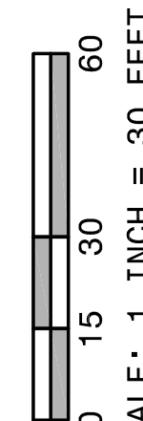
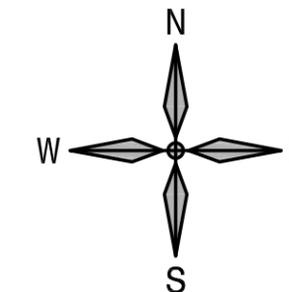
SANFORD WEST FARGO CLINIC

COVER SHEET

01/15/18 | JLG 15140R | © 2018 JLG ARCHITECTS



DESIGN FOR LIFE



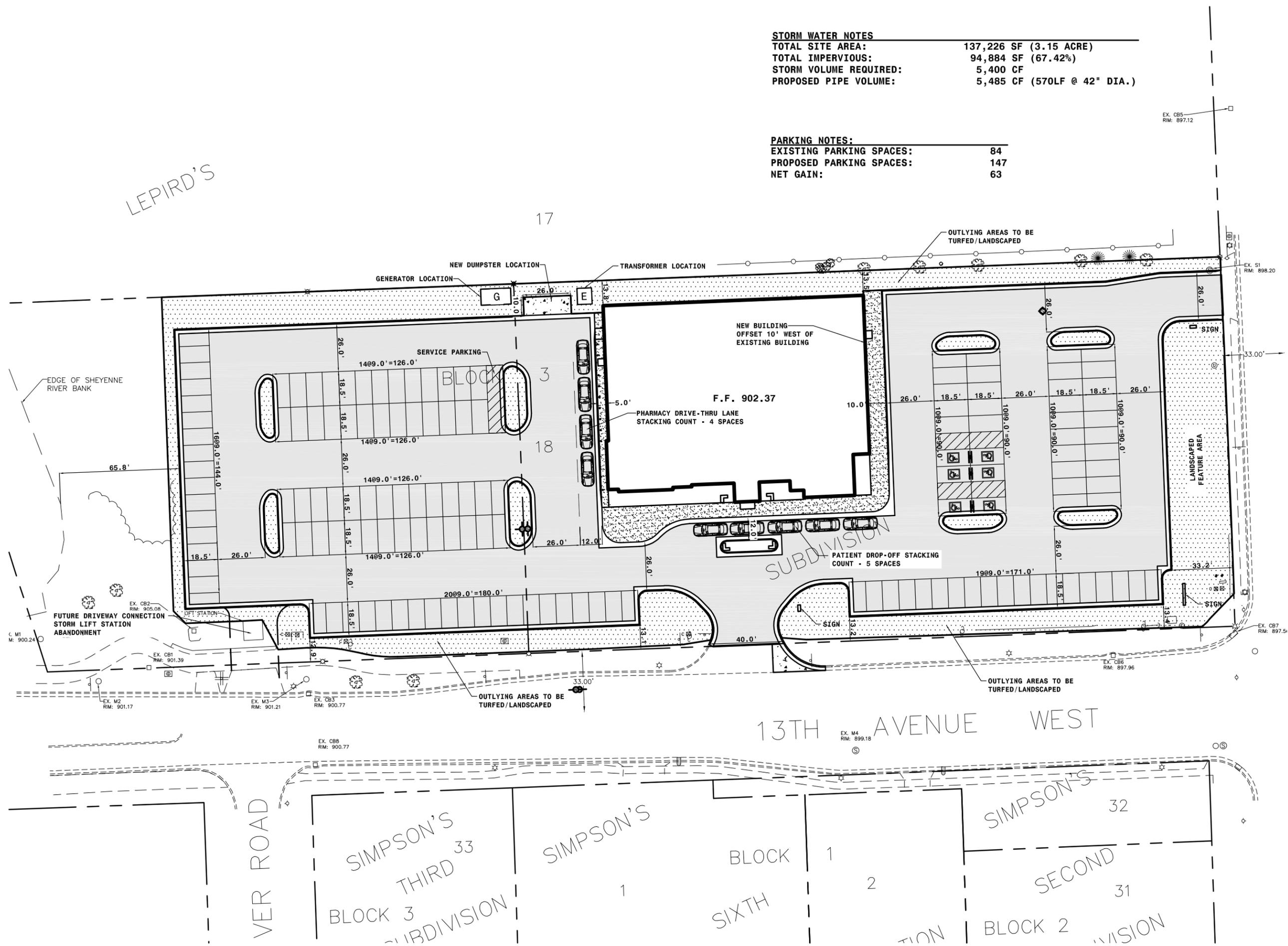
SCALE: 1 INCH = 30 FEET

STORM WATER NOTES

TOTAL SITE AREA:	137,226 SF (3.15 ACRE)
TOTAL IMPERVIOUS:	94,884 SF (67.42%)
STORM VOLUME REQUIRED:	5,400 CF
PROPOSED PIPE VOLUME:	5,485 CF (570LF @ 42" DIA.)

PARKING NOTES:

EXISTING PARKING SPACES:	84
PROPOSED PARKING SPACES:	147
NET GAIN:	63

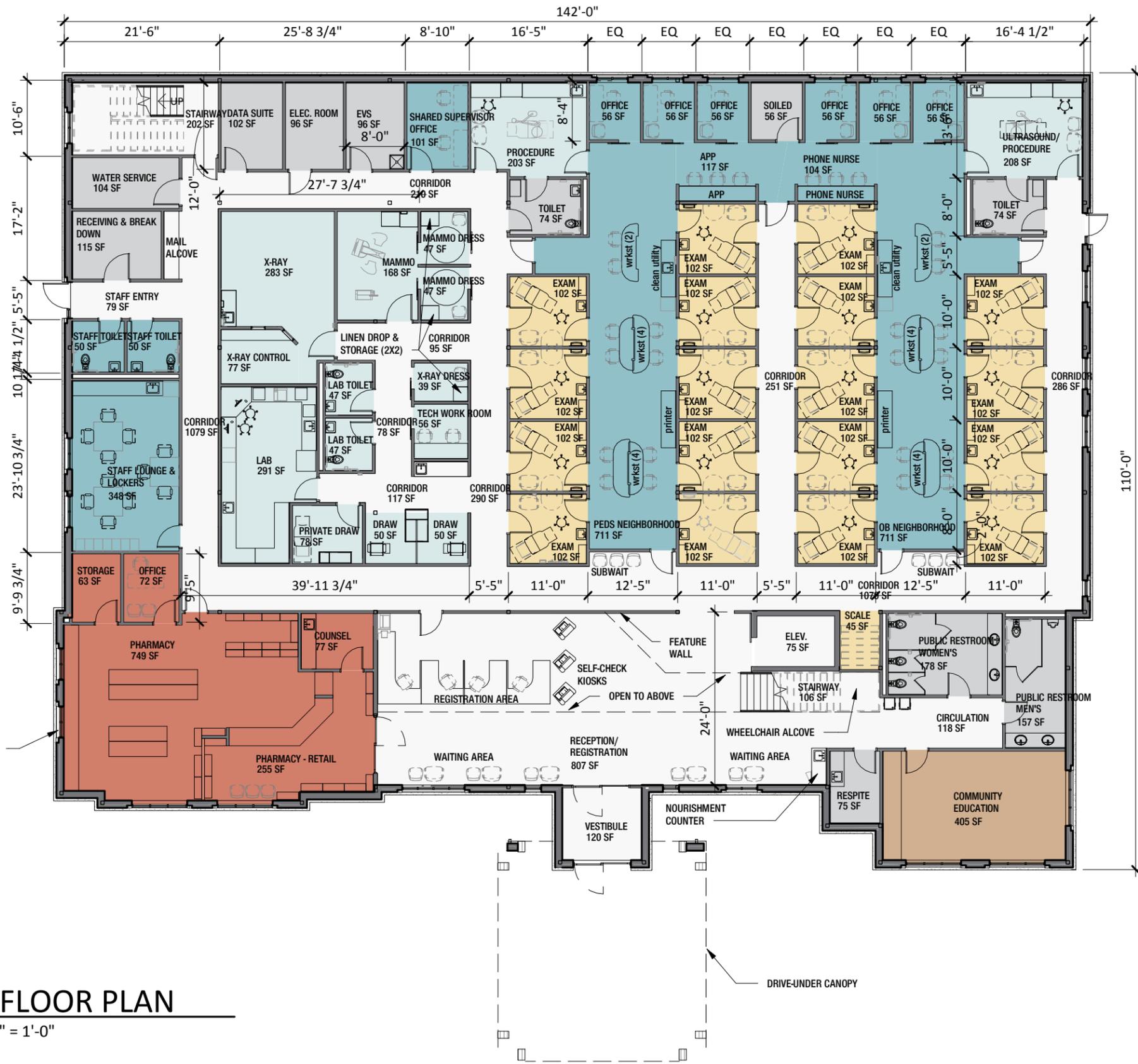


SANFORD WEST FARGO CLINIC

SITE PLAN

WEST FARGO, NORTH DAKOTA

MBN JOB #: 16-227 DATE: 1-18-18



COLOR LEGEND

- BUILDING SERVICES
- CIRCULATION
- COMMUNITY SPACE
- PATIENT SPACES
- PHARMACY
- PROVIDER SPACE
- SPECIALTY SPACE

BUILDING GROSS AREA BY FLOOR

FIRST FLOOR PLAN (TOTAL)	14,723 SQFT
SECOND FLOOR PLAN (PHASE 1)	8,847 SQFT
SECOND FLOOR PLAN (FIT UP)	2,747 SQFT
SECOND FLOOR PLAN (TOTAL)	11,594 SQFT
<hr/>	
TOTAL FLOOR PLAN	26,317 SQFT
TOTAL FLOOR PLAN EQUALS FIRST FLOOR PLAN AND SECOND FLOOR PLAN TOTALS	

1 FIRST FLOOR PLAN
SD20 SCALE: 1/16" = 1'-0"

SANFORD WEST FARGO CLINIC

FIRST FLOOR PLAN
01/15/18 | JLG 15140R | © 2018 JLG ARCHITECTS



DESIGN FOR LIFE



COLOR LEGEND

- BUILDING SERVICES
- CIRCULATION
- PATIENT SPACES
- PROVIDER SPACE
- SPECIALTY SPACE

BUILDING GROSS AREA BY FLOOR

FIRST FLOOR PLAN (TOTAL)	14,723 SQFT
SECOND FLOOR PLAN (PHASE 1)	8,847 SQFT
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SECOND FLOOR PLAN (TOTAL)	11,594 SQFT
<hr/>	
TOTAL FLOOR PLAN	26,317 SQFT
TOTAL FLOOR PLAN EQUALS FIRST FLOOR PLAN AND SECOND FLOOR PLAN TOTALS	

- SECOND FLOOR FIT-UP
- TEMPORARY PARTITION

1 SECOND FLOOR PLAN
SD21 SCALE: 1/16" = 1'-0"

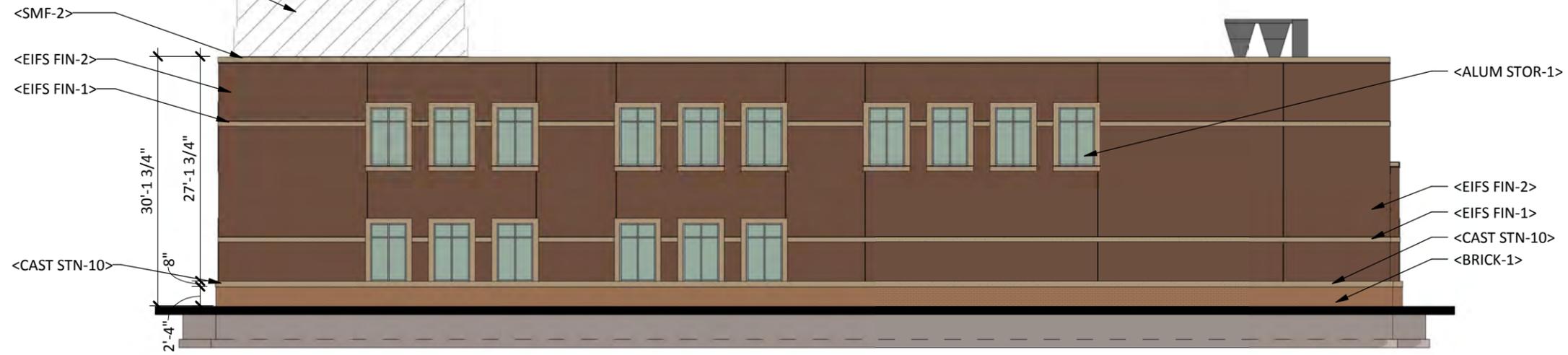
SANFORD WEST FARGO CLINIC

SECOND FLOOR PLAN
01/15/18 | JLG 15140R | © 2018 JLG ARCHITECTS



DESIGN FOR LIFE

ELEVATION IN DISTANCE - REFERENCE
SECONDARY EXTERIOR ELEVATIONS SHEET



NORTH EXTERIOR ELEVATION

ELEVATION IN DISTANCE - REFERENCE
SECONDARY EXTERIOR ELEVATIONS SHEET



SOUTH EXTERIOR ELEVATION

ELEVATION IN DISTANCE - REFERENCE
SECONDARY EXTERIOR ELEVATIONS SHEET

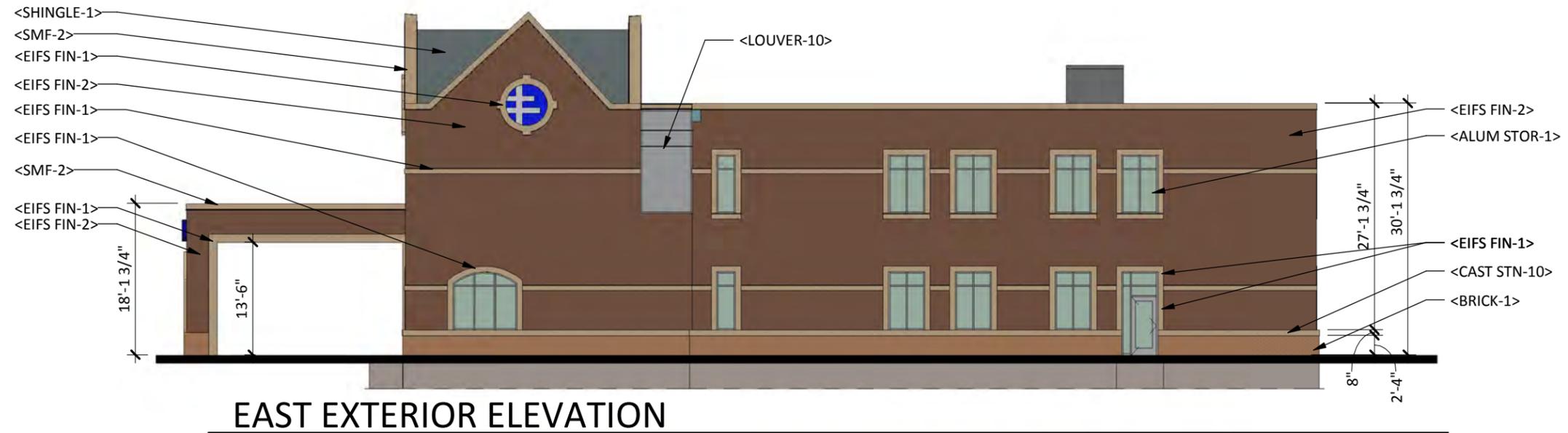
SANFORD WEST FARGO CLINIC

NORTH & SOUTH EXTERIOR ELEVATIONS

01/15/18 | JLG 15140R | © 2018 JLG ARCHITECTS



DESIGN FOR LIFE



EAST EXTERIOR ELEVATION

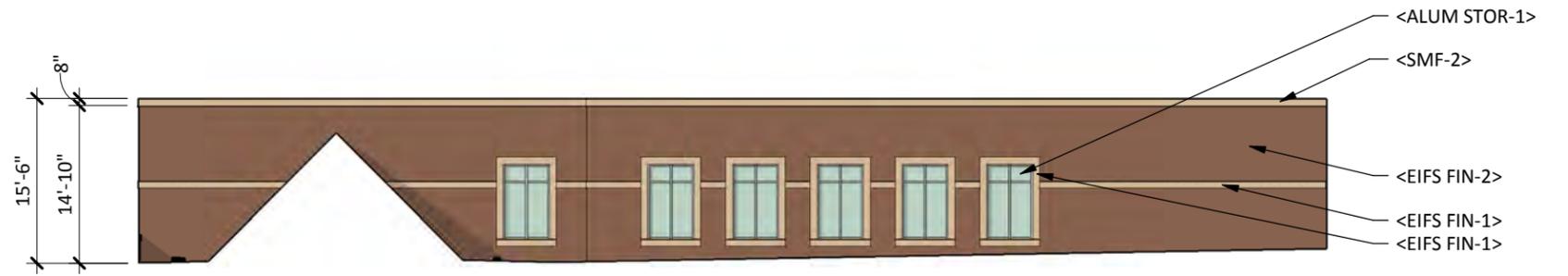


WEST EXTERIOR ELEVATION

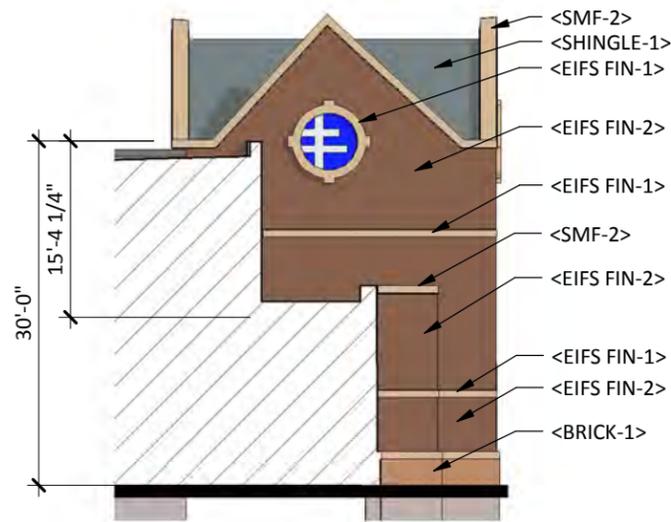
SANFORD WEST FARGO CLINIC

EAST & WEST EXTERIOR ELEVATIONS
 01/15/18 | JLG 15140R | © 2018 JLG ARCHITECTS

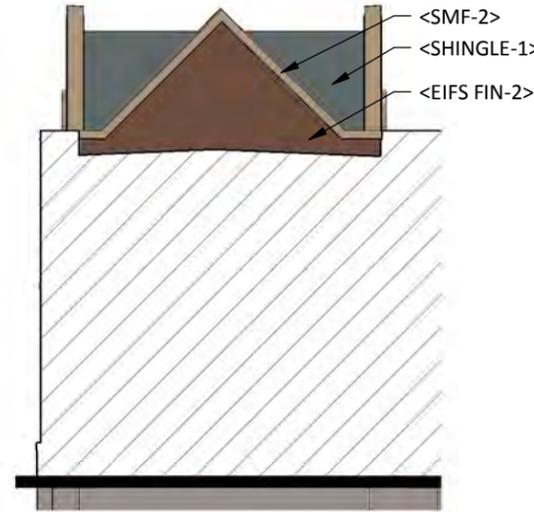




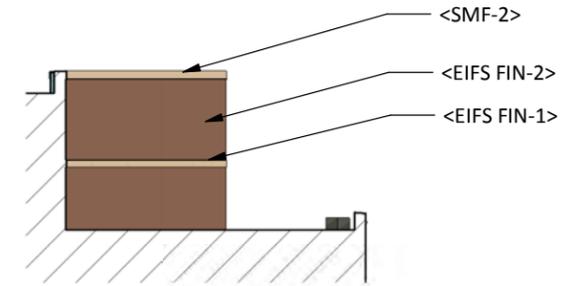
2ND FLOOR SOUTH



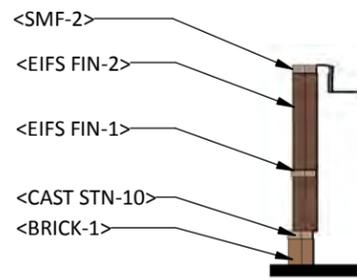
WEST TOWER ELEVATION



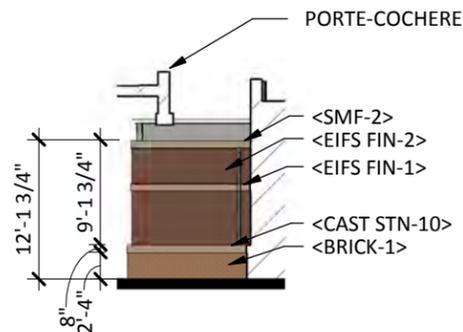
NORTH TOWER ELEVATION



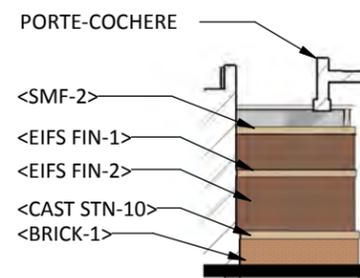
2ND FLOOR WEST



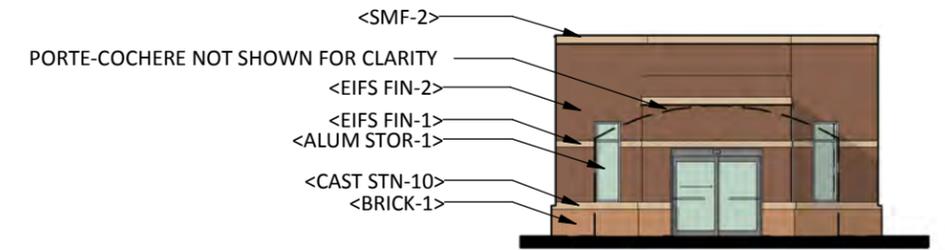
PARTIAL EAST ELEVATION



EAST ENTRY



WEST ENTRY



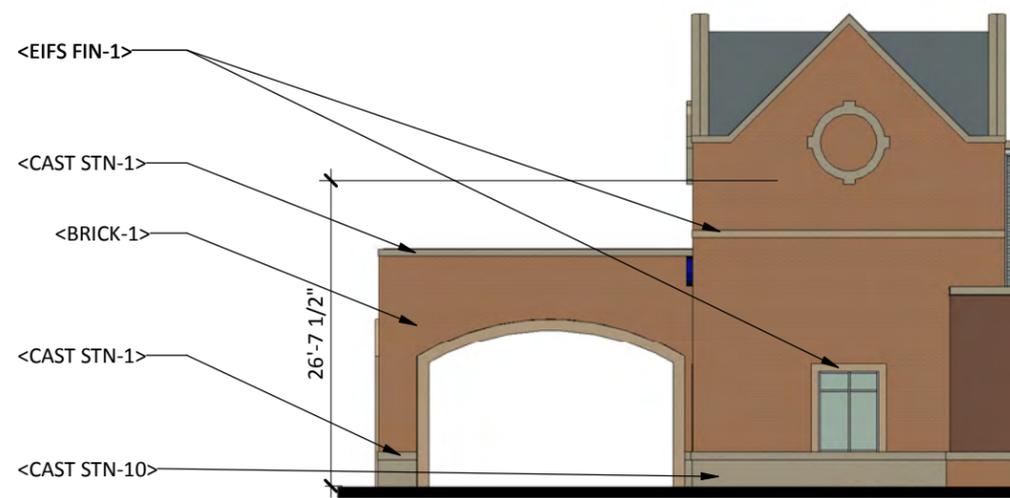
SOUTH ENTRY - WITHOUT PORTE-COCHERE

SANFORD WEST FARGO CLINIC

SECONDARY EXTERIOR ELEVATIONS
01/15/18 | JLG 15140R | © 2018 JLG ARCHITECTS



DESIGN FOR LIFE



EAST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION



SOUTH EXTERIOR ELEVATION

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 3

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: February 14, 2018

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

Conditional Use Permit for a home occupation (hair salon) which will have customers coming to the residence.

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

Located at 1840 Huntington Lane (Lot 35, Block 4 of Huntington Woods Addition), City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval of the Conditional Use Permit subject to recommended conditions listed in the staff report.

STAFF REPORT

A18-3		CONDITIONAL USE PERMIT	
1840 Huntington Lane			
Lot 35, Block 4 of Huntington Woods Addition			
Owner/Applicant: Christina McNeal		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		02-12-2018	
Public Hearing:		02-12-2018 - Approved	
City Commission:		02-19-2018	

PURPOSE:

Allowing for a home occupation which will have customers coming to the residence.

STATEMENTS OF FACT:

Land Use Classification:	Low Density Residential
Existing Land Use:	Low Density Residential
Current Zoning District(s):	R-1: One and Two-Family Dwelling
Zoning Overlay District(s):	None
Total area size:	7,980 square feet
Adjacent Zoning Districts:	R-1: One & Two Family Dwelling Districts
Adjacent street(s):	Huntington Ln (Local); 13 th Street East (Local)
Adjacent Bike/Pedestrian Facilities:	Adjacent sidewalks
Available Parks/Trail Facilities:	Maplewood and Burlington Parks within ¼ mile accessible by sidewalks

DISCUSSION AND OBSERVATIONS:

- The applicant is seeking to operate an existing hair salon business out of her home with appointment only service to customers.
- The applicant has provided a floor plan of her house showing that the use would be operated in the lower level of the home in a spare bedroom space. A copy of the plan is attached for reference.
- Section 4-448 of the City Ordinances under supplementary district regulations lists provisions for home occupations for which the home based business would be subject to.
- Section 4-448.10 states that as a conditional use, the City may consider a home occupation use which has customers coming to the site. It further states that the City may place any conditions on the home occupation as deemed necessary to insure that it will not be a detriment to the character and livability of the surrounding neighborhood.
- Home based businesses are required to provide off-street parking for customers in addition to the two required spaces for all single family residential units.
- Currently it appears that the property can accommodate 4 on-site/off-street parking spaces including space in the garage for the residential use.
- A conditional use permit agreement for the use will be required to be signed by the applicant and may include conditions deemed appropriate by the Commission.

STAFF REPORT

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - The property is adequately accessed from Huntington Lane, a local public street.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - 4-448.6 requires all parking associated with the principal residential use and the home occupation to be accommodated on site while still maintaining the required lot coverage minimums. It appears with 2 available spaces and a garage that they will have adequate parking to accommodate the residential property and the proposed use.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - 4-448-3 would only allow one sign, not to exceed one square foot, non-illuminated, and mounted flat against the wall of the principal building. The applicant has not indicated that she will have a sign.
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
 - The use does not appear to bring a great deal of traffic to the site. It is stated in the application that the use will be by appointment only.

NOTICES:

Sent to: Property owners within 350' and applicable agencies and departments

Comments Received:

- None to date.

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

- The application may be considered consistent with the Comprehensive Plan if it is determined not be a detriment to the character and livability of the surrounding neighborhood.

STAFF REPORT

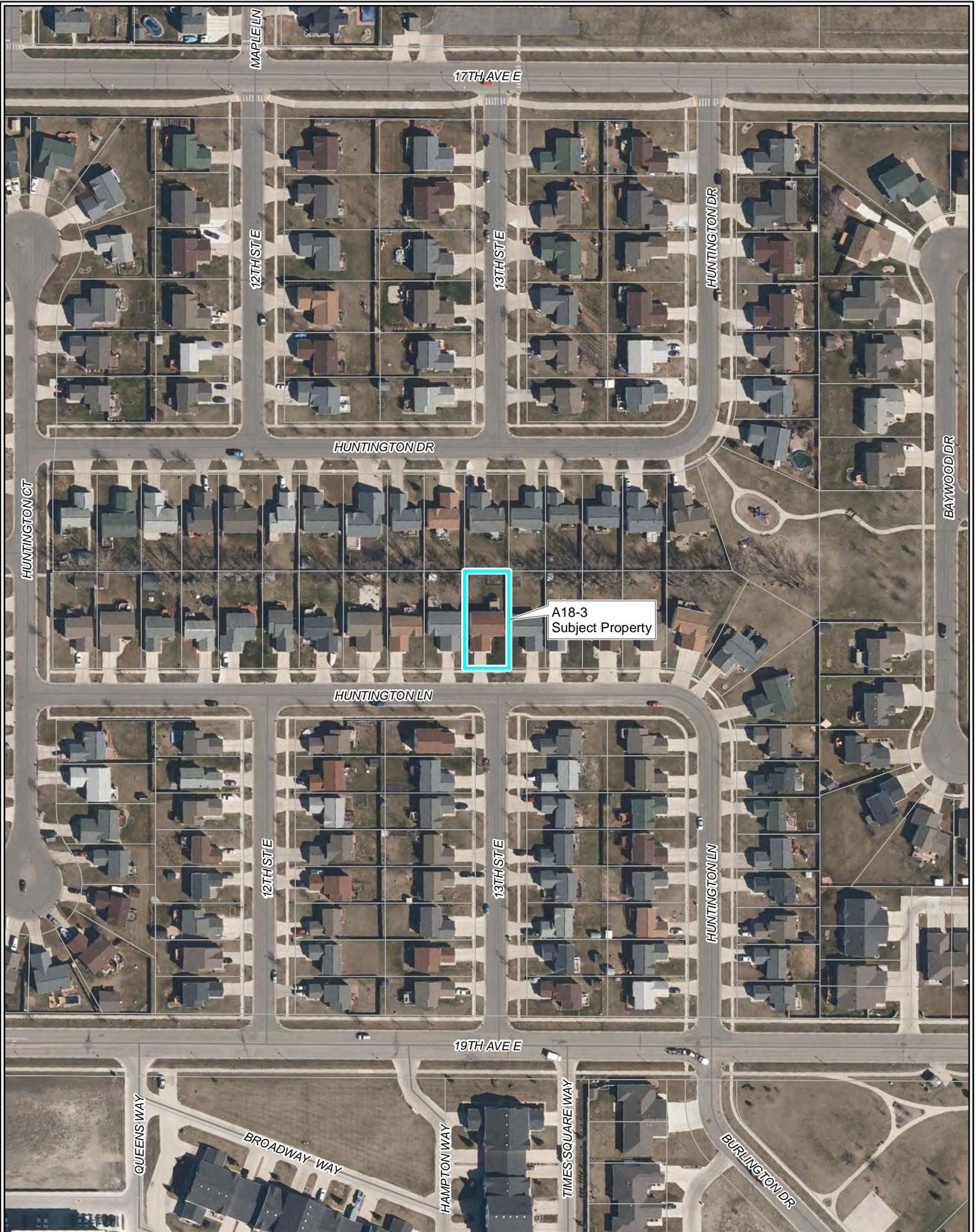
RECOMMENDATIONS:

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

1. Applicant meet all requirements set forth in the provisions for home occupations found in Section 4-448 of the City Ordinances.
2. Adequate parking for both the home occupation and the residence be maintained.
3. A Signed Conditional Use Permit Agreement is received.

PLANNING AND ZONING RECOMMENDATION:

At their February 12, 2018 meeting, the Planning and Zoning Commission approved the application based on the three conditions listed above, as well as an additional condition that the Conditional Use Permit be released upon sale of the property to another owner.



A18-3
Subject Property





City of
WEST FARGO

<ul style="list-style-type: none"> A: Agricultural C: Light Commercial C-PUD: PUD in General Commercial C-OP: Commercial Office Park C-OP-PUD: PUD in Office Park 	<ul style="list-style-type: none"> HC: Heavy Commercial LI: Light Industrial CM-PUD: PUD in Light Industrial M: Heavy Industrial P: Public 	<ul style="list-style-type: none"> P-PUD: PUD in Public R-L1A: Large Lot Single Family Dwelling R-1A: Single Family Dwelling R-1: One and Two Family Dwelling R-1SM: Mixed One and Two Family Dwelling R-2: Limited Multiple Dwelling R-3: Multiple Dwelling R-4: Mobile Home 	<ul style="list-style-type: none"> R-5: Manufactured Home Subdivision R-1E: Rural Estate R-R: Rural Residential R-PUD: PUD in Residential
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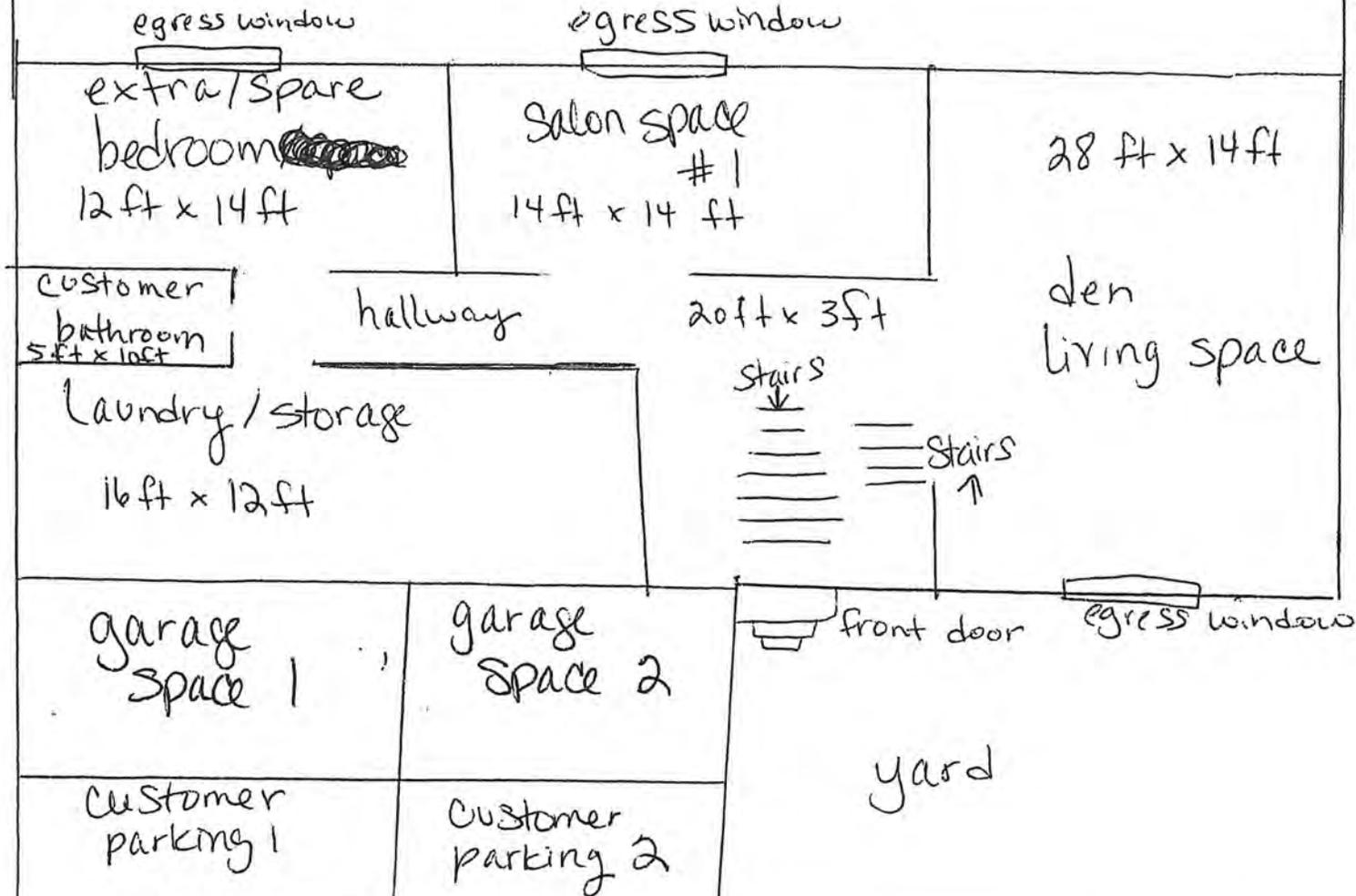
fenced in yard

Christina McNeal
Hair Therapy
Huntington Woods

↑ north
1-8-18

Square footage
2640

Property
7950



Huntington Ln side walk

no parking this side

off street parking

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **Christina McNeal** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located at 1840 Huntington Lane, West Fargo, ND 58078, legally described as (hereinafter referred to as the “Property”):

Lot 35, Block 4 of Huntington Woods Addition

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Operate a home occupation (hair salon by appointment only) which will have customers coming to the residence.

on the above-described Property with the following conditions:

1. Applicant meet all requirements set forth in the provisions for home occupations found in Section 4-448 of City Ordinances.
2. Adequate parking for both the home occupation and the business be maintained.
3. The conditional use permit may be brought for review or revocation if rights to the property are sold, conveyed, or otherwise transferred or if 4 or more complaints are received within 60 days.
4. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
5. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys’ fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.
6. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Rich Mattern, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Rich Mattern, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20____.

**WEST FARGO PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT:**

Tim Solberg, Planning and Zoning Director

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Tim Solberg, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 4

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: February 14, 2018

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

Conditional Use Permit for accessory building greater than 1,600 square feet within the R-R: Rural Residential Zoning District.

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

Located at 4519 4th Street West (Lot 4, Block 1 of Nelson Acres 4th Addition), City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval subject to conditions listed in the staff report.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A18-4		CONDITIONAL USE PERMIT	
4519 4 th Street West			
Lot 4, Block 1 of Nelson Acres 4 th Addition			
Applicant/Owner: Matt Sturlaugson		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		02-12-2018	
Public Hearing:		02-12-2018	
City Commission:		02-19-2018	

PURPOSE:

Construct a 44' x 88' (3,872 ft²) accessory building for personal storage in an R-R: Rural Residential zoning district.

STATEMENTS OF FACT:

Land Use Classification:	Low Density Residential
Existing Land Use:	Single Family Dwelling
Current Zoning District(s):	R-R: Rural Residential District
Zoning Overlay District(s):	NA
Total area size:	3.63 Acres
Adjacent Zoning Districts:	North, East & West: R-R: Rural Residential South: R-1A: Single Family Dwelling
Adjacent street(s):	4 th Street West (Local)
Adjacent Bike/Pedestrian Facilities:	Multi-use path adjacent to 47 th Ave W to the south of the property – none within development
Available Parks/Trail Facilities:	Wilds park within ¼ mile

DISCUSSION AND OBSERVATIONS:

- The applicant has provided a site plan which proposes a 44' x 88' (3,872 ft²) accessory structure to be built east of his home.
- The R-R zoning district allows for accessory structures greater than 1,600 ft² as a conditional use provided they are in character with the development pattern of the subdivision they are in.
- Oversized accessory buildings have been approved as a CUP within the Nelson Acres subdivisions. In 2004, the City received an application for a 9,600 square foot building which was scrutinized as not being in character with the development. The applicant revised the request to a 4,800 square foot structure which was approved. Other buildings have been held to the same standard. Staff believes that this size precedent should be considered in this instance as well.
- The applicant has stated that the structure would be built of residential materials, which match the exterior color and type of the main structure on the property.
- The applicant has stated that they are planning to place the building close to the house to preserve open space to the south in the event that the property is subdivided in the future.
- It is important to note and make the applicant aware of the provisions for home occupations as well as the permitted uses with the district prior to obtaining a building permit. Given the large

STAFF REPORT

size of the accessory building, staff has included the provisions to the staff report for the Commission to reference and would encourage these to be noted in the conditional use permit.

- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - The property has adequate access and the improvements will not affect the current access.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - 4-448.8 would prohibit exterior storage of equipment or materials used in the occupation.
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
 - The land adjacent to this area is R-R: Rural Residential District and similar style and sized accessory buildings have been previously approved within the subdivision. The proposed use is viewed as generally compatible with adjacent properties and other property in the district. The proposed accessory building would be in character with the purpose of the subdivision. Larger accessory buildings are allowed for rural residential equipment storage, barns for farm animals, etc.

NOTICES:

Sent to: Property owners within 350'.

Comments Received:

- None to date.

STAFF REPORT

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

- The application is providing an accessory structure and use to an existing use, and therefore the application may be considered consistent with the Comprehensive Plan.

RECOMMENDATIONS:

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

1. The accessory building is constructed to be complimentary to the primary residential structure.
2. Use of the accessory building meet the requirements of the R-R District Standards and section 4-448: Provisions of Home Occupations.
3. A Signed Conditional Use Permit Agreement is received.

PLANNING AND ZONING RECOMMENDATION:

At their February 12, 2018 meeting, the Planning and Zoning Commission approved the application based on the three conditions listed above.



47TH ST W

45TH AVE W

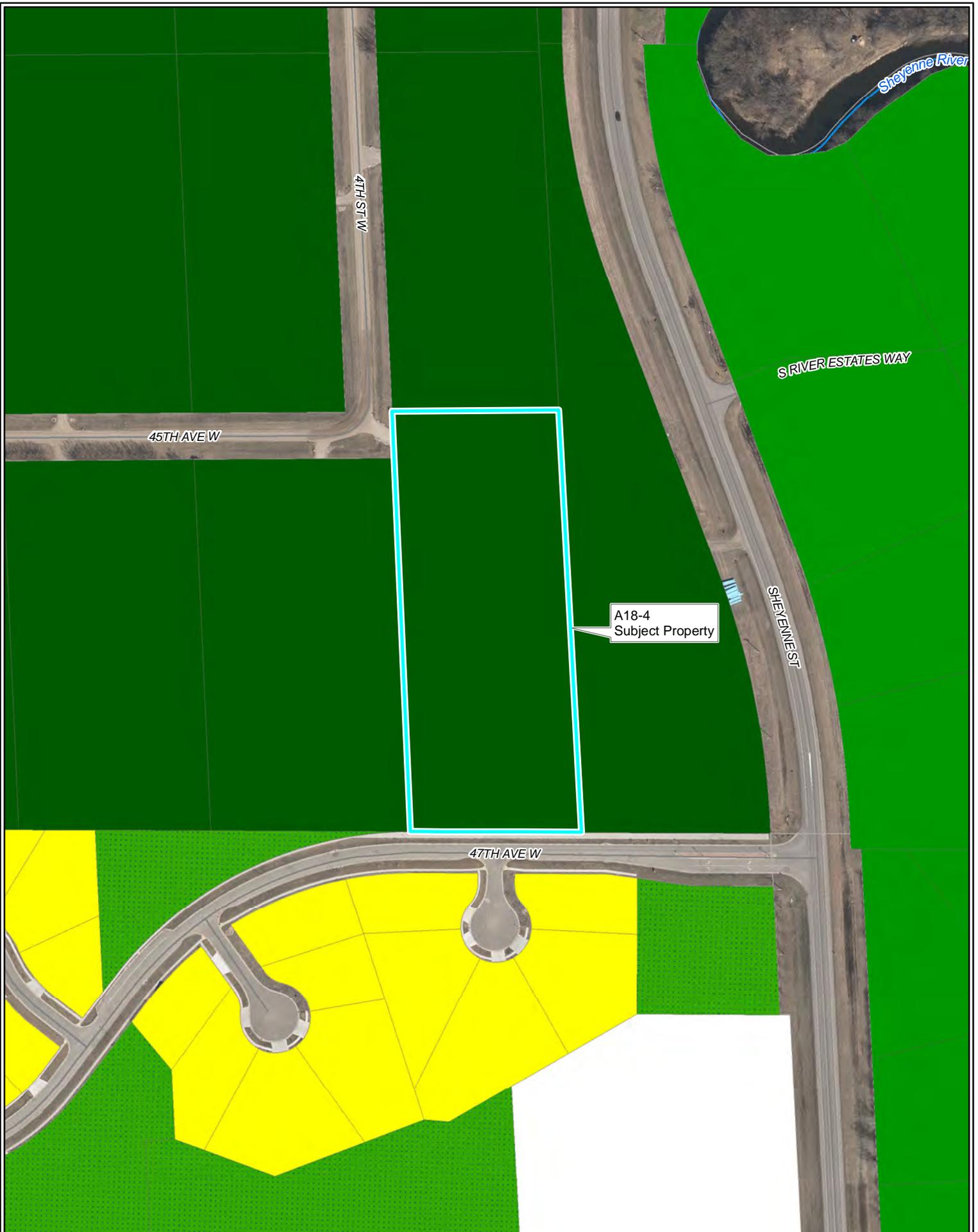
RIVER ESTATES WAY

SHEYENNE ST

47TH AVE W

Sheyenne River

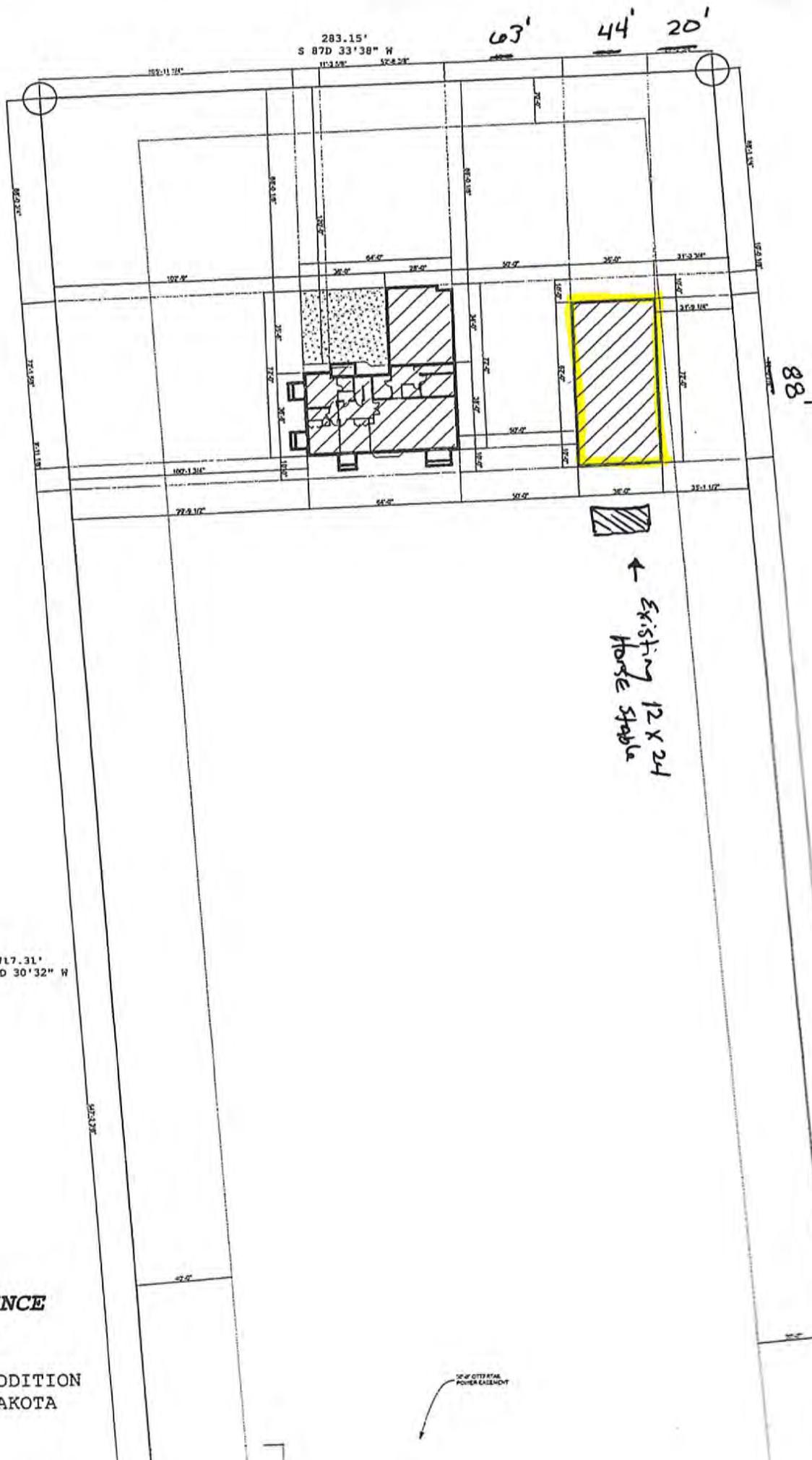
A18-4
Subject Property



A18-4
Subject Property

City of
WEST FARGO

<ul style="list-style-type: none"> A: Agricultural C: Light Commercial C-PUD: PUD in General Commercial C-OP: Commercial Office Park C-OP-PUD: PUD in Office Park 	<ul style="list-style-type: none"> HC: Heavy Commercial LI: Light Industrial CM-PUD: PUD in Light Industrial M: Heavy Industrial P: Public 	<ul style="list-style-type: none"> P-PUD: PUD in Public R-L1A: Large Lot Single Family Dwelling R-1A: Single Family Dwelling R-1: One and Two Family Dwelling 	<ul style="list-style-type: none"> R-1SM: Mixed One and Two Family Dwelling R-2: Limited Multiple Dwelling R-3: Multiple Dwelling R-4: Mobile Home 	<ul style="list-style-type: none"> R-5: Manufactured Home Subdivision R-1E: Rural Estate R-R: Rural Residential R-PUD: PUD in Residential
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NORTH

STURLAUGSON RESIDENCE
 LOT 4
 BLOCK 1
 NELSON ACRES FOURTH ADDITION
 WEST FARGO, NORTH DAKOTA

1/30 SCALE

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **Matt Sturlaugson** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located at 4519 4th Street West, West Fargo, ND 58078, legally described as (hereinafter referred to as the “**Property**”):

Lot 4, Block 1 of Nelson Acres 4th Addition

and, WHEREAS, the **Property** is adjacent to right of way which is not improved, nor is likely to be improved due to a retention pond which is immediately east of said right of way within Fargo City Limits therefore the required side yard setback is not subject to requirements of corner lots facing a public way;

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Construct an accessory building greater than 1,600 ft² in an R-R: Rural Residential zoning district.

on the above-described Property with the following conditions:

1. The 44' x 88' (3,872 ft²) accessory building is constructed of the same color and materials as the primary residential structure.
2. Use of the accessory building meet the requirements of the R-R District Standards and section 4-448: Provisions of Home Occupations.
3. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.
5. Any improvements made to the property in connection with this Conditional Use

Dated this ____ day of _____, 20__.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Rich Mattern, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Rich Mattern, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT:**

Tim Solberg, Director of Planning and Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Tim Solberg, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 5

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5322 DATE: February 14, 2018

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

Zoning Ordinance Amendment to Section 4-431: CO: Corridor Overlay District text amendment to accommodate expansion and allow for flexibility in development within the Corridor Overlay district along Sheyenne Street south of Interstate 94 to 40th Avenue and 32nd Avenue west of Sheyenne Street; and Amendment to Section 4-431.D: CO-S: Sheyenne Street Corridor Overlay District to provide accommodations for signage for properties with a zero front yard setback.

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

N/A

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Recommendation for 1st Reading on the Ordinance Amendment and Schedule a Public Hearing and 2nd Reading at 5:30 pm on March 5, 2018.

STAFF REPORT

A18-6 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment to Section 4-400	
City of West Fargo	Staff Contact: Tim Solberg
Planning & Zoning Commission Introduction:	02-12-2018
Public Hearing:	02-12-2018
City Commission Introduction & 1 st Reading:	02-19-2018
Public Hearing & 2 nd Reading:	03-05-2018

PURPOSE:

Section 4-431: CO: Corridor Overlay District text amendment to accommodate expansion and allow for flexibility in development within the Corridor Overlay district along Sheyenne Street south of Interstate 94 to 40th Avenue and 32nd Avenue west of Sheyenne Street; Section 4-431.D: CO-S: Sheyenne Street Corridor Overlay District text amendment to provide accommodations for signage for properties with a zero front yard setback.

DISCUSSION AND OBSERVATIONS:

- Staff is proposing two text amendments to Section 4-400, Zoning Regulations. The specific sections with proposed changes highlighted in red are attached for reference.
- Section 4-431: CO: Corridor Overlay District
 - Remove the front yard setback requirement on a section of Sheyenne Street between Interstate 94 and 40th Avenue and on a section of 32nd Avenue West, west of Sheyenne Street. The purpose of the amendment is to provide for properties along the newly designed Sheyenne Street to remain economically productive. The land adjacent to the roadway is either platted, developed, or has limited depth due to the Sheyenne River and therefore becomes very limited to develop after right of way acquisition as a result of Sheyenne Street widening and when left with a currently required 45' front yard setback to Sheyenne Street.
 - The reduced front yard setback is a step toward encouraging suburban development that is more productive and could be likened to that of the approved Sheyenne/32 development and concepts provided in West Fargo 2.0. It is likely that the Ordinance will be further revised in the near future to encourage this type of mixed use pattern of development.
- Section 4-431-D.1: CO-S Sheyenne Street Corridor Overlay District
 - Add a provision that would allow wall signs or protruding wall signs to encroach into City right of way where the required zero front setback is being met. The encroachment would require approval by the City Commission and would also require an encroachment agreement which could address such issues as height and other related specifications to ensure aesthetics and safety.

NOTICES:

Sent to:	Notice in the newspaper and City Departments
Comments Received:	None

STAFF REPORT

RECOMMENDATIONS:

Following the public hearing and obtaining public comments, consider recommending approval of the ordinance amendments.

PLANNING AND ZONING RECOMMENDATION:

At their February 12, 2018 meeting, the Planning and Zoning Commission approved ordinance amendments as printed.

4-431. "CO" DISTRICT OR CORRIDOR OVERLAY DISTRICT.

4-431.1. Statement of Intent. The provisions of the CO District are intended to promote orderly development and safe, attractive and desirable spatial patterns and locations for urban and suburban land uses adjacent to the Cass County 17/Sheyenne Street, 32nd Avenue, 40th Avenue, 52nd Avenue, 9th Street East, Veteran's Boulevard and 13th Avenue corridors. Full regard is given for the importance of these corridors as major growth areas for West Fargo and as landscaped gateways to the City. The CO District shall extend along Cass County 17 (Sheyenne Street) from 13th Avenue East to 52nd Avenue and from 12th Avenue North to 40th Avenue North, 52nd Avenue from Cass County 17 to the west, 40th Avenue, 32nd Avenue, Veteran's Boulevard, 9th Street East from Interstate 94 to 13th Avenue, and 13th Avenue from Sheyenne Street to the east City limits hereinafter referenced to as "the designated streets," and be a depth of six hundred (600) feet on each side of the centerline of Cass County 17 (Sheyenne Street), 32nd Avenue, 40th Avenue, 52nd Avenue, 9th Street East, Veteran's Boulevard, and 13th Avenue.

Source: Ord. 1049, Sec. 24 (2015)

4-431.2. Permitted Uses. All uses permitted in any underlying district as designated on the City Zoning Map.

4-431.3. Conditionally Permitted Uses. Any use conditionally permitted in any underlying district as designated on the City Zoning Map and subject to the specific provisions relating to each use.

4-431.4. Yard Requirements for the CO District.

1. Side Yard Minimum. For commercially zoned lots, the minimum side yard shall be 10 feet. Residentially zoned property in the Corridor Overlay District shall maintain the side yard required in the underlying Residential District.
2. Rear Yard Minimum. For commercially zoned lots abutting the designated streets, the minimum rear yard shall be 20 feet. For commercially zoned lots not abutting the designated streets, the minimum rear yard shall be 10 feet. Residentially zoned property in the CO District shall maintain the same rear yard as required in the underlying residential district.
3. Front Yard Minimum. For the purpose of this ordinance, all front yards for properties abutting the designated streets shall be facing those streets. All front yards abutting a designated arterial or collector roadway, as approved by the City Commission, shall be considered facing that roadway. A minimum front yard depth of 45 feet shall be required for all properties abutting the designated street rights-of-way with the exception of

Sheyenne Street between Interstate 94 and 40th Avenue and 32nd Avenue west of Sheyenne Street where all development shall be subject to site and building plan review by the Planning and Zoning Commission and City Commission.

Minimum front yard depths for commercially zoned property not abutting the designated streets shall be 15 feet, except where frontage is on a designated arterial or collector roadway, as approved by the City Commission, where the minimum front yard depth shall be 30 feet. Depths for residentially zoned property not abutting the designated streets shall be the same as required for the underlying Residential Zoning District. For corner properties abutting the designated streets and an arterial or collector roadway, the secondary front yard which does not face the designated streets shall have a minimum front yard depth of 30 feet.

4. Lot Coverage. For commercial uses, lot coverage by buildings shall not exceed 40%; for residential uses, lot coverage shall be the same as in the underlying district.

4-431.5. Lot Design Standards.

1. Open Space Landscaping:

- a. All yard areas not covered by buildings, sidewalks or paved parking areas shall be landscaped. A minimum of 10% of the lot area shall be landscaped.
- b. For properties abutting the designated streets, a minimum of 20 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines. For properties not abutting the designated streets or an arterial or collector roadway, a minimum of 5 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines. For properties abutting a designated collector or arterial roadway, as approved by the City Commission, a minimum of 10 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines.
- c. A minimum of 5 feet of landscaped open space shall be required to separate parking areas from side and rear lot lines and a minimum of 5 feet of open space shall be required to separate parking areas and building setback lines.
- d. A minimum of 3 feet of landscaped open space shall be required to separate access driveways and side or rear lot lines unless said driveway is used as a common access to two adjacent properties.

- e. Ponds for management of storm water shall not count toward the minimum landscaped standard.

2. Building Construction:

- a. A higher construction standard is required in the Corridor Overlay District. In areas of the Corridor Overlay District, which is zoned Light Commercial, any exposed metal or fiberglass on all buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Seventy percent (70%) of any wall (facade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Corridor Overlay District which are also zoned Heavy Commercial/Light Industrial District and Heavy Industrial District, all buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design.

(1) Additions, Alterations, and Accessory Buildings. All subsequent additions, exterior alterations and accessory buildings, constructed after the erection of an original building or buildings shall be of the same materials as those used in the original building and shall be designed in a manner conforming to the original architectural concept and general appearance. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.

(2) Appearance. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.

3. Boulevard/Front Yard Plantings: The planting must be in conformance to the 13th Avenue Tree Planting Plan or

other major street corridor landscape plan developed as part of a subdivision, Planned Unit Development, or other site development plan adopted by the City. Each tree shall be at least 1½ inches in caliper and all tree species shall be as recommended by the City Forester.

4. Curbs Required: All buildings and walkways bordering any parking areas shall be curbed.
5. Refuse Collection Areas and Outdoor Storage Areas: All refuse collection and outdoor storage areas shall only be permitted in rear yards and shall be visually screened from adjoining properties or streets.
6. Parking Areas:
 - a. All parking areas shall be paved to provide a durable and dust-free surface.
 - b. Light poles located within parking area perimeters shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of the light pole to the curb, or protected by an elevated concrete pedestal at least 3 feet in height and 2 feet in diameter.
 - c. Light poles located outside of paved parking areas shall be located a minimum of 4 feet from the curbed edge of the parking area, or protected by an elevated concrete pedestal of not less than 3 feet in height and 2 feet in diameter.
7. Fences: Fences along the Corridor Overlay District are not allowed within the required front yard along the designated streets of the development, except when a fence is an essential component of the development and is either approved as part of a Planned Unit Development for the development or as a conditional use. Special regard is given in residential areas for double frontage lots where the house faces a local street and the intended rear yard faces the designated street. Fences should be decorative and/or provide for added landscape treatments to meet the intent of the CO District and may be required to be set back to accomplish the intended effect. Once a fencing scheme has been approved, accessory buildings may be permitted, subject to the Supplementary District Regulations for accessory buildings and uses.

Source: Ord. 916, Sec. 38 (2012)

4-431.6. Other Applicable Regulations.

Section 4-440 Supplementary District Regulations

Section 4-450 Off-Street Parking and Loading Requirements
Section 4-460 Sign Regulations

Source: Ord. 675, Sec. 1 (2003)

4-431-D. "CO-S" DISTRICT or SHEYENNE STREET CORRIDOR OVERLAY
DISTRICT Source: Ord. 976, Sec. 1 (2013)

4-431-D.1. Statement of Intent. The provisions of the "CO-S" District are intended to ensure that future development of land conforms to the design and intent of the Sheyenne Street and Main Avenue Framework Study. These standards will help guarantee the development occurring within this district are sited and built to standards that will support the vision of the study. The vision for the Sheyenne Street Corridor is to create a unique destination in the historic core of West Fargo that will improve the image of the area, create public and private investment opportunities, and improve economic performance of underperforming properties that will create a vibrant 'heart' to the City of West Fargo. The CO-S District shall extend along the length of Sheyenne Street between 7th Avenue West and Main Avenue West and include only the properties with frontage on Sheyenne Street.

4-431-D.2. Area Definition. The "CO-S" District shall include the blocks along Sheyenne Street between 7th Avenue West and Main Avenue West and include only properties with frontage on Sheyenne Street.

4-431-D.3. Permitted Uses.

1. Retail businesses, such as general merchandise, food, liquor, hardware, furniture, and apparel stores; eating and drinking establishments; and drugstores.
2. Business services, such as banks, and other financial institutions, and professional offices.
3. Personal services, such as barber and beauty shops, photographic studios, laundromats and dry cleaning establishments.
4. Entertainment, social or recreational businesses, such as bowling alleys, health clubs, theaters (excluding drive-ins), night clubs, private clubs and lodges.
5. Medical and dental facilities.
6. Veterinary clinics without overnight facilities.
7. Hotels and motels.
8. Gas station and convenience store.
9. Grocery Store.

10. Essential services.

11. Other: Uses not listed but similar to the permitted uses above and consistent with the stated purpose of this district.

4-431-D.4. Conditionally Permitted Uses. The following use may be permitted in the C District subject to the conditions hereinafter imposed and subject further to review and approval by the City Commission as required by Section 4-550 of this Ordinance:

1. Apartments above commercial establishments; subject to the following conditions:
 - a. Any apartment shall be provided with off-street parking the same as for multiple dwellings.
 - b. Any apartment shall be provided with private access.
2. Multiple dwellings, including condominiums, excluding the ground floor.
3. Repair services, such as radio shops, appliance shops, upholstery shops and shoe repair shops.
4. Churches and schools.
5. Public/semi-public facilities, such as armories, parks, police and fire stations; telephone exchange buildings, and civic centers.
6. Child Care Facility, Child Care Center and Family Child Care Home in an existing residential building or in a non-residential building.

4-431.D.5. Site Design Standards. Site design standards govern all of the major site elements from the face of the building to the back of the curb and shall include the building orientation and entrances, building location and setbacks, parking areas, and landscaping and open space requirements.

1. Building Orientation and Entrances. For all properties located along Sheyenne Street, the front façade of buildings shall be oriented towards Sheyenne Street with the main entrance on this front façade. On corner properties, a secondary entrance along the side street is encouraged but not required. When buildings are located on corners, the entrance may be located on the

corner with an appropriate building articulation, such as chamfered corner, turret, canopy, or other similar architectural feature to distinguish the entry.

2. Building Location and Setbacks.

- a. Front Yard Setback. All buildings fronting Sheyenne Street shall incorporate a required zero setback build-to line established at the front property line. Deviation from the zero setback requirement may be allowed for buildings that wish to add additional usable space, i.e. dining areas; driving isles, as approved by the Design Review Committee.
- b. Side Yard Setback. New construction on properties that share an internal property line shall have a required zero setback. Corner lots shall have a zero setback for the external lot line. Deviation from the zero setback requirement may be allowed for the external lot line on corner lots for buildings that wish to add addition usable space, i.e. dining areas; driving isles, as approved by the Design Review Committee. Existing buildings are encouraged to conform to the zero setback when making addition(s) to the building. It shall be required to conform to the zero setback when the value of the cumulative addition(s) after the adoption of this ordinance are equal or greater than 25 percent of the assessed value of the property.
- c. Rear Yard Setback. New construction on properties within the "CO-S" district is required to facilitate parking in the rear yard. When this is the case, the minimum setback will be determined by the total required parking spaces and the minimum parking standards, as spelled out in Chapter 4-450: Off-Street Parking and Loading Requirements, and approved by the City Planner. Properties with existing buildings shall maintain the same rear yard as required in the underlying zoning district.

3. Parking Areas. Parking in the "CO-S" district shall adequately serve the users without detracting from the compact, pedestrian friendly design that is spelled out in the Sheyenne Street and Main Avenue Framework Study.

- a. All parking areas for new construction shall be located in the rear of buildings.

- b. All parking areas shall be paved to provide a durable and dust free surface.
- c. Light poles located within parking area perimeters shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of the light pole to the curb and shall be planted with four season vegetation.
- d. Shared parking areas are recommended.
- e. Parking requirements for retail commercial uses in the CO-S district will be calculated at 2 spaces per 1000 square feet floor area.
- f. Parking requirements for service commercial uses will be calculated at 3 spaces per 1000 square feet of floor area.
- g. Existing buildings that have met the Sheyenne Corridor Overlay District Building and Construction Standards that have existing parking areas that cannot meet the CO-S setbacks may submit a parking plan showing reduced setback to the Review Committee to assure maximum parking and compliance with Sheyenne Street and Main Avenue Framework Study.

4. Landscape and open space requirements.

- a. A minimum 5 foot decorative and/or vegetative buffer shall separate parking areas from front and side property lines.
- b. A minimum 5 foot landscaped space shall separate parking areas from buildings.
- c. Additional corridor landscaping shall be done in accordance with the City of West Fargo Landscape Standards, as approved by City Commission.

5. Building Construction. A higher construction standard is required in the Sheyenne Street Corridor Overlay District.

- a. A minimum of 70 percent of the length of the ground floor front façade shall consist of windows, glass doors, or other transparent materials. The

remaining area of the ground floor façade shall be constructed of durable non-metal materials as spelled out in the Sheyenne Street Corridor Development Guidelines.

- b. A minimum of 30 percent of all remaining floors shall consist of windows, glass doors, or other transparent materials. The remaining areas shall be constructed of durable non-metal materials as spelled out in the Sheyenne Street Corridor Development Guidelines.
- c. New construction on corner lots shall have a minimum of 30 percent of the ground floor side façade shall consist of windows, glass doors, or other transparent materials. The remaining areas shall be constructed of durable non-metal materials as spelled out in the Sheyenne Street Corridor Development Guidelines.
- d. New construction shall be a minimum of two floors in height. A third floor may be considered upon review of soils showing it can be supported.
- e. Additions of more than 25% of the assessed value of the property cumulative after the adoption of this ordinance will require compliance with building construction standards.

6. Signage.

- a. Where a building is meeting the required zero front setback line, an encroachment of a wall sign or protruding wall sign may occur with appropriate approval of an encroachment agreement with the City as approved by the City Commission.

7. Refuse Collection Areas and Outdoor Storage Areas.

- a. All refuse collect and outdoor storage areas shall only be permitted in rear yards and shall be visually screened from adjoining properties or streets.

Source: Ord. 916, Sec. 66 (2012); Ord. 976, Sec. 1 (2013)

Agenda #	_____
Agenda Code	Regular
Project #	19228

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Dustin Scott

2. PHONE NO. 433-5425 DATE: February 19, 2018

3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: _____

Provide a progress update for Sewer Improvement Project No. 1308

Connection to Fargo Wastewater System

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

5. ACTION BEING REQUESTED FROM CITY COMMISSION: _____

No action required.

Agenda #	_____
Agenda Code	Regular
Project #	19982

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Dustin Scott

2. PHONE NO. 282-4692 DATE: February 19, 2018

3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: _____

Review bid tab for Sewer, Water, Storm and Street Improvement District No. 1314

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

Eagle Run Plaza 6th Addition

5. ACTION BEING REQUESTED FROM CITY COMMISSION: _____

Award contract for Sewer, Water, Storm and Street Improvement District No. 1314

to Northern Improvement Company contingent on final plat approval.



925 10th Avenue East
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



February 19, 2018

Board of Commissioners
800 4th Avenue East
West Fargo ND 58078

Re: Sewer, Water, Storm and Street Improvement District No. 1314
Eagle Run Plaza 6th Addition
West Fargo, ND

Dear Commissioners:

Attached is the bid tab for your review of the above referenced project.

I hereby recommend award of contract to Northern Improvement Company for their Base Bid + Alternate A (Standard LED Lighting) bid of \$756,473.60 received on February 1, 2018. Alternate B was included in the bid to obtain prices for Decorative LED Lighting per developer's request.

Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$894,424.75. Our final engineer's estimate was \$756,000.00.

If the contract is awarded by the Commission, please sign, date, and return the Notice of Award.

Sincerely,

Kyle J. McCamy, PE
Project Engineer

Sewer, Water, Storm and Street Improvement District No. 1314
 Eagle Run Plaza 6th Addition
 West Fargo ND
 Project No. 19982
 Bid Date: February 1, 2018

Northern Improvement Company
 PO Box 2846
 Fargo, ND 58108

Adelman Concrete & Excavating, Inc.
 4900 19th Ave N Suite B
 Fargo, ND 58102

Fox Underground, Inc.
 4900 19th Ave N
 Fargo, ND 58102

KPH, Inc.
 9530 39th St S
 Fargo, ND 58104

[C] = Corrected Amount

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE						
BASE BID										
Sanitary Sewer Items										
1. Sanitary Sewer - Connect To Existing	Each	2	\$620.00	\$1,240.00	\$630.00	\$1,260.00	\$700.00	\$1,400.00	\$1,000.00	\$2,000.00
2. Sanitary Sewer - 8" PVC SDR 35	LF	881	\$25.75	\$22,685.75	\$27.00	\$23,787.00	\$28.00	\$24,668.00	\$32.00	\$28,192.00
3. Sanitary Sewer Manhole - Connect To Existing	Each	1	\$1,545.00	\$1,545.00	\$1,575.00	\$1,575.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00
4. Sanitary Sewer Manhole - 48"	Each	5	\$3,915.00	\$19,575.00	\$3,990.00	\$19,950.00	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00
5. Sanitary Sewer Manhole - Adjust Existing	Each	2	\$265.00	\$530.00	\$290.00	\$580.00	\$300.00	\$600.00	\$550.00	\$1,100.00
6. External Manhole Chimney Seal	Each	5	\$300.00	\$1,500.00	\$326.00	\$1,630.00	\$320.00	\$1,600.00	\$250.00	\$1,250.00
7. Sanitary Sewer Service Connection - 6" PVC SDR 26	Each	5	\$400.00	\$2,000.00	\$404.00	\$2,020.00	\$400.00	\$2,000.00	\$500.00	\$2,500.00
8. Sanitary Sewer Service - 6" PVC SDR 26	LF	141	\$21.50	\$3,031.50	\$22.00	\$3,102.00	\$22.00	\$3,102.00	\$28.00	\$3,948.00
9. Televising - Sanitary Sewer Main	LF	881	\$1.65	\$1,453.65	\$2.00	\$1,762.00	\$1.60	\$1,409.60	\$1.75	\$1,541.75
10. Televising - Sanitary Sewer Service	Each	5	\$82.50	\$412.50	\$84.00	\$420.00	\$100.00	\$500.00	\$200.00	\$1,000.00
Water Main Items										
1. Tapping Sleeve & Valve - 16" x 8"	Each	1	\$4,120.00	\$4,120.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
2. Water Main - Remove	LF	12	\$6.25	\$75.00	\$6.50	\$78.00	\$8.00	\$96.00	\$45.00	\$540.00
3. Water Main - Connect To Existing	Each	2	\$205.00	\$410.00	\$210.00	\$420.00	\$200.00	\$400.00	\$1,500.00	\$3,000.00
4. Water Main - 8" PVC C900	LF	431	\$24.75	\$10,667.25	\$25.00	\$10,775.00	\$26.00	\$11,206.00	\$32.00	\$13,792.00
5. Specials	Lbs	964	\$3.60	\$3,470.40	\$3.75	\$3,615.00	\$3.50	\$3,374.00	\$4.00	\$3,856.00
6. Gate Valve & Box - 6"	Each	5	\$1,235.00	\$6,175.00	\$1,260.00	\$6,300.00	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00
7. Gate Valve & Box - 8"	Each	3	\$1,650.00	\$4,950.00	\$1,680.00	\$5,040.00	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00
8. Hydrant - 11'	Each	1	\$4,070.00	\$4,070.00	\$4,150.00	\$4,150.00	\$3,950.00	\$3,950.00	\$5,500.00	\$5,500.00
9. Hydrant Lead - 6" PVC C900	LF	8	\$21.65	\$173.20	\$22.00	\$176.00	\$21.00	\$168.00	\$35.00	\$280.00
10. Water Service Line - 6" PVC C900	LF	55	\$21.65	\$1,190.75	\$22.00	\$1,210.00	\$21.00	\$1,155.00	\$35.00	\$1,925.00
Storm Sewer Items										
1. Storm Sewer - Remove	LF	28	\$6.20	\$173.60	\$6.50	\$182.00	\$8.00	\$224.00	\$22.00	\$616.00
2. Storm Sewer - 4" Perforated PVC - Connect To Existing	Each	18	\$50.00	\$900.00	\$100.00	\$1,800.00	\$150.00	\$2,700.00	\$100.00	\$1,800.00
3. Storm Sewer - 4" Perforated PVC - Remove	LF	576	\$1.00	\$576.00	\$2.75	\$1,584.00	\$2.50	\$1,440.00	\$2.50	\$1,440.00
4. Storm Sewer - 4" Perforated PVC	LF	1,032	\$8.00	\$8,256.00	\$4.00	\$4,128.00	\$3.00	\$3,096.00	\$3.50	\$3,612.00
5. Storm Sewer - Connect To Existing	Each	3	\$670.00	\$2,010.00	\$683.00	\$2,049.00	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00
6. Storm Sewer - 12" PVC SDR 26	LF	43	\$19.50	\$838.50	\$20.00	\$860.00	\$20.00	\$860.00	\$35.00	\$1,505.00
7. Gate Valve & Box - 12"	Each	2	\$2,780.00	\$5,560.00	\$2,835.00	\$5,670.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
8. Storm Sewer - 12" RCP	LF	377	\$20.60	\$7,766.20	\$21.00	\$7,917.00	\$22.00	\$8,294.00	\$38.00	\$14,326.00
9. Storm Sewer - 15" RCP	LF	402	\$26.75	\$10,753.50	\$27.50	\$11,055.00	\$28.00	\$11,256.00	\$42.00	\$16,884.00
10. Storm Sewer - 18" RCP	LF	656	\$31.00	\$20,336.00	\$31.50	\$20,664.00	\$32.00	\$20,992.00	\$43.00	\$28,208.00
11. Storm Sewer - 21" RCP	LF	358	\$34.00	\$12,172.00	\$34.50	\$12,351.00	\$36.00	\$12,888.00	\$46.00	\$16,468.00

Sewer, Water, Storm and Street Improvement District No. 1314
 Eagle Run Plaza 6th Addition
 West Fargo ND
 Project No. 19982
 Bid Date: February 1, 2018

Northern Improvement Company
 PO Box 2846
 Fargo, ND 58108

Adelman Concrete & Excavating, Inc.
 4900 19th Ave N Suite B
 Fargo, ND 58102

Fox Underground, Inc.
 4900 19th Ave N
 Fargo, ND 58102

KPH, Inc.
 9530 39th St S
 Fargo, ND 58104

[C] = Corrected Amount

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
12. Storm Sewer - 27" RCP	LF	25	\$51.50	\$1,287.50	\$52.50	\$1,312.50	\$55.00	\$1,375.00	\$60.00	\$1,500.00
13. Storm Sewer Plug	Each	11	\$170.00	\$1,870.00	\$173.00	\$1,903.00	\$165.00	\$1,815.00	\$300.00	\$3,300.00
14. Storm Sewer Manhole - 48"	Each	15	\$2,010.00	\$30,150.00	\$2,050.00	\$30,750.00	\$2,000.00	\$30,000.00	\$2,000.00	\$30,000.00
15. Storm Sewer Manhole - 60"	Each	1	\$3,700.00	\$3,700.00	\$3,780.80	\$3,780.80 [C]	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
16. Storm Sewer Catch Basin - Connect To Existing	Each	1	\$540.00	\$540.00	\$552.00	\$552.00	\$550.00	\$550.00	\$1,200.00	\$1,200.00
17. Storm Sewer Catch Basin - 2' x 3'	Each	2	\$1,850.00	\$3,700.00	\$1,890.00	\$3,780.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
18. Storm Sewer Catch Basin - Adjust Existing	Each	2	\$490.00	\$980.00	\$499.00	\$998.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00
19. Storm Sewer Catch Basin - Adjust Existing Special	Each	2	\$875.00	\$1,750.00	\$892.50	\$1,785.00	\$900.00	\$1,800.00	\$550.00	\$1,100.00
20. External Manhole Chimney Seal	Each	18	\$300.00	\$5,400.00	\$325.50	\$5,859.00	\$320.00	\$5,760.00	\$350.00	\$6,300.00
21. Temporary Pumping	LSum	1	\$515.00	\$515.00	\$525.00	\$525.00	\$500.00	\$500.00	\$1.00	\$1.00
22. Culvert - 12" CMP	LF	80	\$25.00	\$2,000.00	\$25.00	\$2,000.00	\$26.00	\$2,080.00	\$30.00	\$2,400.00
23. End Section - 12" CMP Flared	Each	4	\$190.00	\$760.00	\$194.00	\$776.00	\$200.00	\$800.00	\$300.00	\$1,200.00

Roadway Items

1. Excavation - Unclassified	CY	4,523	\$3.35	\$15,152.05	\$9.50	\$42,968.50	\$4.00	\$18,092.00	\$6.25	\$28,268.75
2. Excavation - Unclassified Export	CY	4,414	\$3.95	\$17,435.30	\$6.00	\$26,484.00	\$7.25	\$32,001.50	\$6.25	\$27,587.50
3. Embankment	CY	109	\$2.80	\$305.20	\$6.25	\$681.25	\$4.00	\$436.00	\$3.50	\$381.50
4. Subgrade Preparation	SY	5,485	\$1.40	\$7,679.00	\$2.60	\$14,261.00	\$1.75	\$9,598.75	\$1.50	\$8,227.50
5. Reinforcement Fabric	SY	5,485	\$1.40	\$7,679.00	\$2.10	\$11,518.50	\$2.25	\$12,341.25	\$1.80	\$9,873.00
6. Gravel - 6" NDDOT Class 5	CY	915	\$37.65	\$34,449.75	\$32.50	\$29,737.50	\$30.00	\$27,450.00	\$32.00	\$29,280.00
7. Curb & Gutter - Saw Full Depth	LF	621	\$2.50	\$1,552.50	\$9.50	\$5,899.50	\$12.00	\$7,452.00	\$9.00	\$5,589.00
8. Curb & Gutter - Remove	LF	576	\$4.85	\$2,793.60	\$6.50	\$3,744.00	\$9.00	\$5,184.00	\$4.50	\$2,592.00
9. Curb & Gutter - Connect To Existing	Each	18	\$60.00	\$1,080.00	\$60.00	\$1,080.00	\$45.00	\$810.00	\$64.00	\$1,152.00
10. Curb & Gutter - Highback Inflow	LF	369	\$18.50	\$6,826.50	\$16.50	\$6,088.50	\$20.00	\$7,380.00	\$17.50	\$6,457.50
11. Curb & Gutter - Highback Outflow	LF	2,093	\$18.50	\$38,720.50	\$16.50	\$34,534.50	\$19.00	\$39,767.00	\$17.50	\$36,627.50
12. Curb & Gutter - Mountable Inflow	LF	231	\$22.50	\$5,197.50	\$16.00	\$3,696.00	\$20.00	\$4,620.00	\$17.00	\$3,927.00
13. Curb & Gutter - Knockdown	LF	597	\$22.50	\$13,432.50	\$17.50	\$10,447.50	\$25.00	\$14,925.00	\$18.50	\$11,044.50
14. Concrete Pavement - Connect To Existing	Each	5	\$186.68	\$933.40	\$300.00	\$1,500.00	\$700.00	\$3,500.00	\$300.00	\$1,500.00
15. Concrete Pavement - 6" Non-Reinforced	SY	4,236	\$45.85	\$194,220.60	\$42.50	\$180,030.00	\$45.00	\$190,620.00	\$45.00	\$190,620.00
16. Concrete Pavement - 6" Non-Reinforced Stamped & Colored	SY	122	\$79.50	\$9,699.00	\$95.00	\$11,590.00	\$95.00	\$11,590.00	\$100.00	\$12,200.00
17. Sidewalk - Saw Full Depth	LF	10	\$6.50	\$65.00	\$10.00	\$100.00	\$14.00	\$140.00	\$10.00	\$100.00
18. Sidewalk - Connect To Existing	Each	3	\$60.00	\$180.00	\$75.00	\$225.00	\$75.00	\$225.00	\$80.00	\$240.00
19. Sidewalk - 4" Concrete	SY	1,026	\$42.50	\$43,605.00	\$32.50	\$33,345.00	\$40.00	\$41,040.00	\$34.00	\$34,884.00
20. Curb Ramp - 6" Concrete	SY	68	\$82.50	\$5,610.00	\$42.00	\$2,856.00	\$45.00	\$3,060.00	\$44.00	\$2,992.00
21. Detectable Warning Panel	SF	134	\$40.00	\$5,360.00	\$33.00	\$4,422.00	\$36.00	\$4,824.00	\$35.00	\$4,690.00
22. Decorative Colored Concrete - Boulevard	SY	17	\$95.00	\$1,615.00	\$95.00	\$1,615.00	\$105.00	\$1,785.00	\$100.00	\$1,700.00

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BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE						
23. Driveway - 7" Concrete	SY	280	\$62.50	\$17,500.00	\$53.00	\$14,840.00	\$55.00	\$15,400.00	\$55.00	\$15,400.00
24. Sign - Remove	Each	3	\$25.75	\$77.25	\$15.75	\$47.25	\$20.00	\$60.00	\$16.00	\$48.00
25. Sign - Remove & Reset	Each	3	\$51.50	\$154.50	\$31.50	\$94.50	\$35.00	\$105.00	\$32.00	\$96.00
26. Sign & Sign Post - Remove & Reset	Each	4	\$77.25	\$309.00	\$89.25	\$357.00	\$95.00	\$380.00	\$90.00	\$360.00
27. Sign Anchor - In Ground	Each	30	\$25.75	\$772.50	\$47.25	\$1,417.50	\$50.00	\$1,500.00	\$48.00	\$1,440.00
28. Sign Post	LF	281	\$10.30	\$2,894.30	\$6.00	\$1,686.00	\$6.50	\$1,826.50	\$6.00	\$1,686.00
29. Signing - Standard	SF	104	\$20.60	\$2,142.40	\$19.00	\$1,976.00	\$20.00	\$2,080.00	\$19.00	\$1,976.00
30. Flexible Delineator	Each	6	\$82.40	\$494.40	\$63.00	\$378.00	\$70.00	\$420.00	\$64.00	\$384.00
31. Flexible Delineator - Spare	Each	2	\$61.80	\$123.60	\$52.50	\$105.00	\$55.00	\$110.00	\$53.00	\$106.00
32. Message - White Grooved Plastic	SF	72	\$33.35	\$2,401.20	\$34.00	\$2,448.00	\$36.00	\$2,592.00	\$35.00	\$2,520.00
33. Message - Blue Grooved Plastic	SF	90	\$37.65	\$3,388.50	\$38.25	\$3,442.50	\$40.00	\$3,600.00	\$39.00	\$3,510.00
34. Striping - 4" White Grooved Plastic	LF	998	\$5.75	\$5,738.50	\$6.00	\$5,988.00	\$6.50	\$6,487.00	\$6.00	\$5,988.00
35. Striping - 4" Yellow Grooved Plastic	LF	3,084	\$5.75	\$17,733.00	\$6.00	\$18,504.00	\$6.50	\$20,046.00	\$6.00	\$18,504.00
36. Striping - 4" Blue Grooved Plastic	LF	390	\$6.20	\$2,418.00	\$6.30	\$2,457.00	\$7.00	\$2,730.00	\$6.50	\$2,535.00
37. Striping - 8" White Grooved Plastic	LF	133	\$11.35	\$1,509.55	\$11.50	\$1,529.50	\$13.00	\$1,729.00	\$11.50	\$1,529.50
38. Striping - 24" White Grooved Plastic	LF	48	\$30.50	\$1,464.00	\$31.00	\$1,488.00	\$34.00	\$1,632.00	\$31.50	\$1,512.00

General Items

1. Cleaning	LSum	1	\$1,600.00	\$1,600.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
2. Storm Water Management	LSum	1	\$2,125.00	\$2,125.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
3. Traffic Control	LSum	1	\$1,690.00	\$1,690.00	\$2,150.00	\$2,150.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00
4. Mowing	Acre	2.2	\$62.50	\$137.50	\$50.00	\$110.00	\$70.00	\$154.00	\$65.00	\$143.00
5. Watering	Each	6	\$105.00	\$630.00	\$100.00	\$600.00	\$110.00	\$660.00	\$100.00	\$600.00
6. Excavation - 6" Topsoil Stripping	CY	2,502	\$3.30	\$8,256.60	\$2.60	\$6,505.20	\$3.00	\$7,506.00	\$1.25	\$3,127.50
7. Excavation - Topsoil Export	CY	1,588	\$6.00	\$9,528.00	\$6.00	\$9,528.00	\$7.50	\$11,910.00	\$4.00	\$6,352.00
8. Topsoil Replacement - 4"	CY	914	\$8.65	\$7,906.10	\$2.10	\$1,919.40	\$3.00	\$2,742.00	\$3.50	\$3,199.00
9. Inlet Protection Device	Each	14	\$110.00	\$1,540.00	\$80.00	\$1,120.00	\$115.00	\$1,610.00	\$110.00	\$1,540.00
10. Sedimentation Control Wattle - 9"	LF	65	\$2.60	\$169.00	\$5.00	\$325.00	\$3.00	\$195.00	\$2.50	\$162.50
11. Stabilized Construction Entrance	Each	2	\$850.00	\$1,700.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$900.00	\$1,800.00
12. Seeding - Type II	Acre	2.2	\$750.00	\$1,650.00	\$1,250.00	\$2,750.00	\$800.00	\$1,760.00	\$750.00	\$1,650.00
13. Mulch - Type B - Hydromulch	Acre	1.3	\$1,650.00	\$2,145.00	\$1,250.00	\$1,625.00	\$1,800.00	\$2,340.00	\$1,700.00	\$2,210.00
14. Mulch - Type A - Permanent Straw	Acre	1.1	\$300.00	\$330.00	\$750.00	\$825.00	\$325.00	\$357.50	\$300.00	\$330.00
15. Mulch - Type A - Temporary Straw	Acre	6.8	\$290.00	\$1,972.00	\$300.00	\$2,040.00	\$325.00	\$2,210.00	\$300.00	\$2,040.00

Electrical Items

1. Conductor - #6 USE/Cu.	LF	3,120	\$1.40	\$4,368.00	\$1.50	\$4,680.00	\$1.50	\$4,680.00	\$1.50	\$4,680.00
2. Tracer Wire - #12	LF	1,040	\$0.35	\$364.00	\$0.37	\$384.80	\$0.40	\$416.00	\$0.35	\$364.00

Sewer, Water, Storm and Street Improvement District No. 1314
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Northern Improvement Company
 PO Box 2846
 Fargo, ND 58108

Adelman Concrete & Excavating, Inc.
 4900 19th Ave N Suite B
 Fargo, ND 58102

Fox Underground, Inc.
 4900 19th Ave N
 Fargo, ND 58102

KPH, Inc.
 9530 39th St S
 Fargo, ND 58104

[C] = Corrected Amount

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
3. Innerduct - 1.5" PVC	LF	1,040	\$3.40	\$3,536.00	\$3.50	\$3,640.00	\$4.00	\$4,160.00	\$3.50	\$3,640.00
7. Light Standard - Remove	Each	1	\$490.00	\$490.00	\$500.00	\$500.00	\$600.00	\$600.00	\$500.00	\$500.00
8. Light Standard - Remove & Reset	Each	1	\$775.00	\$775.00	\$800.00	\$800.00	\$900.00	\$900.00	\$800.00	\$800.00
ALTERNATE A - STANDARD LIGHTS										
1. Concrete Base - 5'	Each	7	\$390.00	\$2,730.00	\$400.00	\$2,800.00	\$430.00	\$3,010.00	\$400.00	\$2,800.00
2. Light Standard - Single LED and 14' Post	Each	7	\$2,400.00	\$16,800.00	\$2,440.00	\$17,080.00	\$2,600.00	\$18,200.00	\$2,500.00	\$17,500.00
3. Spare Light Standard - Single LED and 14' Post	Each	1	\$2,050.00	\$2,050.00	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00
ALTERNATE B - DECORATIVE LIGHTS										
1. Concrete Base - 5'	Each	7	\$390.00	\$2,730.00	\$400.00	\$2,800.00	\$430.00	\$3,010.00	\$400.00	\$2,800.00
2. Light Decorative - Single LED and 16' Post	Each	7	\$5,035.00	\$35,245.00	\$5,135.00	\$35,945.00	\$5,400.00	\$37,800.00	\$5,200.00	\$36,400.00
3. Spare Light Decorative - Single LED and 16' Post	Each	1	\$4,500.00	\$4,500.00	\$4,600.00	\$4,600.00	\$5,200.00	\$5,200.00	\$4,500.00	\$4,500.00
			BASE BID SUBTOTAL	\$734,893.60		\$743,715.70 [C]		\$762,698.10		\$769,551.00
			ALTERNATE A SUBTOTAL	\$21,580.00		\$21,980.00		\$23,610.00		\$22,300.00
			ALTERNATE B SUBTOTAL	\$42,475.00		\$43,345.00		\$46,010.00		\$43,700.00
			TOTAL BASE BID + ALTERNATE A	\$756,473.60		\$765,695.70 [C]		\$786,308.10		\$791,851.00
			TOTAL BASE BID + ALTERNATE B	\$777,368.60		\$787,060.70 [C]		\$808,708.10		\$813,251.00

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 West Fargo ND
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Ryan Development, Inc.
 26480 France Ave
 Elko New Market, MN 55020

Sellin Brothers, Inc.
 1204 Hobart St, PO Box 159
 Hawley, MN 56549

Dakota Underground Company
 4001 15th Ave NW
 Fargo, ND 58102

Master Construction
 1572 45th St NW
 Fargo, ND 58102

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BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE						
BASE BID										
Sanitary Sewer Items										
1. Sanitary Sewer - Connect To Existing	Each	2	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$500.00	\$1,000.00
2. Sanitary Sewer - 8" PVC SDR 35	LF	881	\$40.00	\$35,240.00	\$32.00	\$28,192.00	\$37.00	\$32,597.00	\$30.00	\$26,430.00
3. Sanitary Sewer Manhole - Connect To Existing	Each	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
4. Sanitary Sewer Manhole - 48"	Each	5	\$4,500.00	\$22,500.00	\$4,700.00	\$23,500.00	\$5,000.00	\$25,000.00	\$4,000.00	\$20,000.00
5. Sanitary Sewer Manhole - Adjust Existing	Each	2	\$500.00	\$1,000.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
6. External Manhole Chimney Seal	Each	5	\$300.00	\$1,500.00	\$700.00	\$3,500.00	\$0.01	\$0.05	\$300.00	\$1,500.00
7. Sanitary Sewer Service Connection - 6" PVC SDR 26	Each	5	\$300.00	\$1,500.00	\$445.00	\$2,225.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00
8. Sanitary Sewer Service - 6" PVC SDR 26	LF	141	\$40.00	\$5,640.00	\$35.00	\$4,935.00	\$27.00	\$3,807.00	\$35.00	\$4,935.00
9. Televising - Sanitary Sewer Main	LF	881	\$2.00	\$1,762.00	\$1.00	\$881.00	\$2.00	\$1,762.00	\$2.00	\$1,762.00
10. Televising - Sanitary Sewer Service	Each	5	\$200.00	\$1,000.00	\$160.00	\$800.00	\$100.00	\$500.00	\$200.00	\$1,000.00
Water Main Items										
1. Tapping Sleeve & Valve - 16" x 8"	Each	1	\$7,000.00	\$7,000.00	\$5,050.00	\$5,050.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
2. Water Main - Remove	LF	12	\$40.00	\$480.00	\$30.00	\$360.00	\$25.00	\$300.00	\$20.00	\$240.00
3. Water Main - Connect To Existing	Each	2	\$2,000.00	\$4,000.00	\$850.00	\$1,700.00	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00
4. Water Main - 8" PVC C900	LF	431	\$40.00	\$17,240.00	\$27.00	\$11,637.00	\$45.00	\$19,395.00	\$34.00	\$14,654.00
5. Specials	Lbs	964	\$2.00	\$1,928.00	\$6.00	\$5,784.00	\$2.50	\$2,410.00	\$5.00	\$4,820.00
6. Gate Valve & Box - 6"	Each	5	\$1,800.00	\$9,000.00	\$1,425.00	\$7,125.00	\$130.00	\$650.00	\$1,500.00	\$7,500.00
7. Gate Valve & Box - 8"	Each	3	\$2,000.00	\$6,000.00	\$2,040.00	\$6,120.00	\$1,700.00	\$5,100.00	\$1,800.00	\$5,400.00
8. Hydrant - 11'	Each	1	\$5,000.00	\$5,000.00	\$5,520.00	\$5,520.00	\$6,000.00	\$6,000.00	\$5,300.00	\$5,300.00
9. Hydrant Lead - 6" PVC C900	LF	8	\$40.00	\$320.00	\$26.00	\$208.00	\$40.00	\$320.00	\$50.00	\$400.00
10. Water Service Line - 6" PVC C900	LF	55	\$40.00	\$2,200.00	\$26.00	\$1,430.00	\$40.00	\$2,200.00	\$55.00	\$3,025.00
Storm Sewer Items										
1. Storm Sewer - Remove	LF	28	\$30.00	\$840.00	\$30.00	\$840.00	\$25.00	\$700.00	\$20.00	\$560.00
2. Storm Sewer - 4" Perforated PVC - Connect To Existing	Each	18	\$100.00	\$1,800.00	\$50.00	\$900.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00
3. Storm Sewer - 4" Perforated PVC - Remove	LF	576	\$10.00	\$5,760.00	\$1.00	\$576.00	\$5.00	\$2,880.00	\$5.00	\$2,880.00
4. Storm Sewer - 4" Perforated PVC	LF	1,032	\$6.50	\$6,708.00	\$4.75	\$4,902.00	\$8.00	\$8,256.00	\$7.00	\$7,224.00
5. Storm Sewer - Connect To Existing	Each	3	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
6. Storm Sewer - 12" PVC SDR 26	LF	43	\$40.00	\$1,720.00	\$46.00	\$1,978.00	\$45.00	\$1,935.00	\$44.00	\$1,892.00
7. Gate Valve & Box - 12"	Each	2	\$4,000.00	\$8,000.00	\$3,700.00	\$7,400.00	\$2,600.00	\$5,200.00	\$2,800.00	\$5,600.00
8. Storm Sewer - 12" RCP	LF	377	\$41.00	\$15,457.00	\$41.00	\$15,457.00	\$45.00	\$16,965.00	\$45.00	\$16,965.00
9. Storm Sewer - 15" RCP	LF	402	\$42.00	\$16,884.00	\$47.00	\$18,894.00	\$48.00	\$19,296.00	\$50.00	\$20,100.00
10. Storm Sewer - 18" RCP	LF	656	\$45.00	\$29,520.00	\$49.00	\$32,144.00	\$50.00	\$32,800.00	\$51.00	\$33,456.00
11. Storm Sewer - 21" RCP	LF	358	\$50.00	\$17,900.00	\$55.00	\$19,690.00	\$60.00	\$21,480.00	\$57.00	\$20,406.00

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Sellin Brothers, Inc.
 1204 Hobart St, PO Box 159
 Hawley, MN 56549

Dakota Underground Company
 4001 15th Ave NW
 Fargo, ND 58102

Master Construction
 1572 45th St NW
 Fargo, ND 58102

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12. Storm Sewer - 27" RCP	LF	25	\$69.00	\$1,725.00	\$84.00	\$2,100.00	\$80.00	\$2,000.00	\$80.00	\$2,000.00
13. Storm Sewer Plug	Each	11	\$150.00	\$1,650.00	\$225.00	\$2,475.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00
14. Storm Sewer Manhole - 48"	Each	15	\$2,500.00	\$37,500.00	\$2,600.00	\$39,000.00	\$3,200.00	\$48,000.00	\$2,000.00	\$30,000.00
15. Storm Sewer Manhole - 60"	Each	1	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$4,900.00	\$4,900.00	\$3,500.00	\$3,500.00
16. Storm Sewer Catch Basin - Connect To Existing	Each	1	\$1,000.00	\$1,000.00	\$960.00	\$960.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
17. Storm Sewer Catch Basin - 2' x 3'	Each	2	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400.00	\$2,600.00	\$5,200.00
18. Storm Sewer Catch Basin - Adjust Existing	Each	2	\$500.00	\$1,000.00	\$720.00	\$1,440.00	\$400.00	\$800.00	\$500.00	\$1,000.00
19. Storm Sewer Catch Basin - Adjust Existing Special	Each	2	\$500.00	\$1,000.00	\$1,575.00	\$3,150.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
20. External Manhole Chimney Seal	Each	18	\$300.00	\$5,400.00	\$100.00	\$1,800.00	\$0.01	\$0.18	\$275.00	\$4,950.00
21. Temporary Pumping	LSum	1	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
22. Culvert - 12" CMP	LF	80	\$40.00	\$3,200.00	\$34.00	\$2,720.00	\$38.00	\$3,040.00	\$60.00	\$4,800.00
23. End Section - 12" CMP Flared	Each	4	\$200.00	\$800.00	\$260.00	\$1,040.00	\$300.00	\$1,200.00	\$500.00	\$2,000.00

Roadway Items

1. Excavation - Unclassified	CY	4,523	\$5.00	\$22,615.00	\$4.50	\$20,353.50	\$4.00	\$18,092.00	\$5.00	\$22,615.00
2. Excavation - Unclassified Export	CY	4,414	\$5.00	\$22,070.00	\$9.00	\$39,726.00	\$6.00	\$26,484.00	\$10.00	\$44,140.00
3. Embankment	CY	109	\$5.00	\$545.00	\$2.50	\$272.50	\$2.00	\$218.00	\$5.00	\$545.00
4. Subgrade Preparation	SY	5,485	\$3.00	\$16,455.00	\$2.00	\$10,970.00	\$2.25	\$12,341.25	\$2.00	\$10,970.00
5. Reinforcement Fabric	SY	5,485	\$1.50	\$8,227.50	\$2.00	\$10,970.00	\$2.50	\$13,712.50	\$2.50	\$13,712.50
6. Gravel - 6" NDDOT Class 5	CY	915	\$45.00	\$41,175.00	\$37.00	\$33,855.00	\$45.00	\$41,175.00	\$40.00	\$36,600.00
7. Curb & Gutter - Saw Full Depth	LF	621	\$5.00	\$3,105.00	\$6.00	\$3,726.00	\$5.00	\$3,105.00	\$10.00	\$6,210.00
8. Curb & Gutter - Remove	LF	576	\$5.00	\$2,880.00	\$5.50	\$3,168.00	\$10.00	\$5,760.00	\$10.00	\$5,760.00
9. Curb & Gutter - Connect To Existing	Each	18	\$30.00	\$540.00	\$50.00	\$900.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00
10. Curb & Gutter - Highback Inflow	LF	369	\$18.00	\$6,642.00	\$22.00	\$8,118.00	\$22.00	\$8,118.00	\$20.00	\$7,380.00
11. Curb & Gutter - Highback Outflow	LF	2,093	\$16.50	\$34,534.50	\$20.00	\$41,860.00	\$22.00	\$46,046.00	\$20.00	\$41,860.00
12. Curb & Gutter - Mountable Inflow	LF	231	\$17.00	\$3,927.00	\$24.00	\$5,544.00	\$22.00	\$5,082.00	\$20.00	\$4,620.00
13. Curb & Gutter - Knockdown	LF	597	\$22.00	\$13,134.00	\$24.00	\$14,328.00	\$25.00	\$14,925.00	\$20.00	\$11,940.00
14. Concrete Pavement - Connect To Existing	Each	5	\$575.00	\$2,875.00	\$317.00	\$1,585.00	\$2,000.00	\$10,000.00	\$500.00	\$2,500.00
15. Concrete Pavement - 6" Non-Reinforced	SY	4,236	\$40.00	\$169,440.00	\$46.00	\$194,856.00	\$59.00	\$249,924.00	\$60.00	\$254,160.00
16. Concrete Pavement - 6" Non-Reinforced Stamped & Colored	SY	122	\$80.00	\$9,760.00	\$105.00	\$12,810.00	\$150.00	\$18,300.00	\$125.00	\$15,250.00
17. Sidewalk - Saw Full Depth	LF	10	\$20.00	\$200.00	\$10.00	\$100.00	\$5.00	\$50.00	\$10.00	\$100.00
18. Sidewalk - Connect To Existing	Each	3	\$50.00	\$150.00	\$61.00	\$183.00	\$50.00	\$150.00	\$100.00	\$300.00
19. Sidewalk - 4" Concrete	SY	1,026	\$37.00	\$37,962.00	\$54.00	\$55,404.00	\$40.00	\$41,040.00	\$48.00	\$49,248.00
20. Curb Ramp - 6" Concrete	SY	68	\$40.00	\$2,720.00	\$68.00	\$4,624.00	\$50.00	\$3,400.00	\$60.00	\$4,080.00
21. Detectable Warning Panel	SF	134	\$31.00	\$4,154.00	\$34.00	\$4,556.00	\$30.00	\$4,020.00	\$50.00	\$6,700.00
22. Decorative Colored Concrete - Boulevard	SY	17	\$90.00	\$1,530.00	\$150.00	\$2,550.00	\$100.00	\$1,700.00	\$125.00	\$2,125.00

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23. Driveway - 7" Concrete	SY	280	\$48.00	\$13,440.00	\$65.00	\$18,200.00	\$50.00	\$14,000.00	\$70.00	\$19,600.00
24. Sign - Remove	Each	3	\$15.00	\$45.00	\$16.00	\$48.00	\$50.00	\$150.00	\$27.00	\$81.00
25. Sign - Remove & Reset	Each	3	\$30.00	\$90.00	\$32.00	\$96.00	\$100.00	\$300.00	\$33.00	\$99.00
26. Sign & Sign Post - Remove & Reset	Each	4	\$85.00	\$340.00	\$90.00	\$360.00	\$95.00	\$380.00	\$95.00	\$380.00
27. Sign Anchor - In Ground	Each	30	\$45.00	\$1,350.00	\$47.00	\$1,410.00	\$50.00	\$1,500.00	\$50.00	\$1,500.00
28. Sign Post	LF	281	\$5.60	\$1,573.60	\$6.00	\$1,686.00	\$6.00	\$1,686.00	\$6.00	\$1,686.00
29. Signing - Standard	SF	104	\$18.00	\$1,872.00	\$19.00	\$1,976.00	\$20.00	\$2,080.00	\$20.00	\$2,080.00
30. Flexible Delineator	Each	6	\$60.00	\$360.00	\$63.00	\$378.00	\$65.00	\$390.00	\$65.00	\$390.00
31. Flexible Delineator - Spare	Each	2	\$50.00	\$100.00	\$53.00	\$106.00	\$55.00	\$110.00	\$55.00	\$110.00
32. Message - White Grooved Plastic	SF	72	\$32.50	\$2,340.00	\$34.00	\$2,448.00	\$35.00	\$2,520.00	\$35.65	\$2,566.80
33. Message - Blue Grooved Plastic	SF	90	\$37.00	\$3,330.00	\$39.00	\$3,510.00	\$40.00	\$3,600.00	\$40.25	\$3,622.50
34. Striping - 4" White Grooved Plastic	LF	998	\$5.60	\$5,588.80	\$6.00	\$5,988.00	\$6.20	\$6,187.60	\$6.20	\$6,187.60
35. Striping - 4" Yellow Grooved Plastic	LF	3,084	\$5.60	\$17,270.40	\$6.00	\$18,504.00	\$6.20	\$19,120.80	\$6.20	\$19,120.80
36. Striping - 4" Blue Grooved Plastic	LF	390	\$6.00	\$2,340.00	\$7.00	\$2,730.00	\$6.60	\$2,574.00	\$6.60	\$2,574.00
37. Striping - 8" White Grooved Plastic	LF	133	\$11.00	\$1,463.00	\$12.00	\$1,596.00	\$12.00	\$1,596.00	\$12.25	\$1,629.25
38. Striping - 24" White Grooved Plastic	LF	48	\$30.00	\$1,440.00	\$31.00	\$1,488.00	\$33.00	\$1,584.00	\$32.60	\$1,564.80
General Items										
1. Cleaning	LSum	1	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
2. Storm Water Management	LSum	1	\$1,500.00	\$1,500.00	\$995.00	\$995.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
3. Traffic Control	LSum	1	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
4. Mowing	Acre	2.2	\$60.00	\$132.00	\$64.00	\$140.80	\$60.00	\$132.00	\$100.00	\$220.00
5. Watering	Each	6	\$100.00	\$600.00	\$105.00	\$630.00	\$100.00	\$600.00	\$110.00	\$660.00
6. Excavation - 6" Topsoil Stripping	CY	2,502	\$4.00	\$10,008.00	\$4.00 [C]	\$10,008.00	\$3.00	\$7,506.00	\$3.00	\$7,506.00
7. Excavation - Topsoil Export	CY	1,588	\$5.00	\$7,940.00	\$9.00	\$14,292.00	\$6.00	\$9,528.00	\$10.00	\$15,880.00
8. Topsoil Replacement - 4"	CY	914	\$6.00	\$5,484.00	\$2.75	\$2,513.50	\$10.00	\$9,140.00	\$10.00	\$9,140.00
9. Inlet Protection Device	Each	14	\$105.00	\$1,470.00	\$85.00	\$1,190.00	\$150.00	\$2,100.00	\$120.00	\$1,680.00
10. Sedimentation Control Wattle - 9"	LF	65	\$2.50	\$162.50	\$2.75	\$178.75	\$4.00	\$260.00	\$3.00	\$195.00
11. Stabilized Construction Entrance	Each	2	\$1,000.00	\$2,000.00	\$450.00	\$900.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
12. Seeding - Type II	Acre	2.2	\$725.00	\$1,595.00	\$767.00	\$1,687.40	\$800.00	\$1,760.00	\$800.00	\$1,760.00
13. Mulch - Type B - Hydromulch	Acre	1.3	\$1,600.00	\$2,080.00	\$1,695.00	\$2,203.50	\$1,750.00	\$2,275.00	\$1,800.00	\$2,340.00
14. Mulch - Type A - Permanent Straw	Acre	1.1	\$290.00	\$319.00	\$307.00	\$337.70	\$325.00	\$357.50	\$310.00	\$341.00
15. Mulch - Type A - Temporary Straw	Acre	6.8	\$280.00	\$1,904.00	\$295.00	\$2,006.00	\$320.00	\$2,176.00	\$300.00	\$2,040.00
Electrical Items										
1. Conductor - #6 USE/Cu.	LF	3,120	\$1.35	\$4,212.00	\$1.30	\$4,056.00	\$1.50	\$4,680.00	\$1.75	\$5,460.00
2. Tracer Wire - #12	LF	1,040	\$0.35	\$364.00	\$0.33	\$343.20	\$0.40	\$416.00	\$0.35	\$364.00

Sewer, Water, Storm and Street Improvement District No. 1314
 Eagle Run Plaza 6th Addition
 West Fargo ND
 Project No. 19982
 Bid Date: February 1, 2018

Ryan Development, Inc.
 26480 France Ave
 Elko New Market, MN 55020

Sellin Brothers, Inc.
 1204 Hobart St, PO Box 159
 Hawley, MN 56549

Dakota Underground Company
 4001 15th Ave NW
 Fargo, ND 58102

Master Construction
 1572 45th St NW
 Fargo, ND 58102

[C] = Corrected Amount

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE						
3. Innerduct - 1.5" PVC	LF	1,040	\$3.30	\$3,432.00	\$5.85	\$6,084.00	\$3.60	\$3,744.00	\$6.00	\$6,240.00
7. Light Standard - Remove	Each	1	\$475.00	\$475.00	\$530.00	\$530.00	\$525.00	\$525.00	\$600.00	\$600.00
8. Light Standard - Remove & Reset	Each	1	\$750.00	\$750.00	\$952.00	\$952.00	\$825.00	\$825.00	\$1,000.00	\$1,000.00
ALTERNATE A - STANDARD LIGHTS										
1. Concrete Base - 5'	Each	7	\$380.00	\$2,660.00	\$381.00	\$2,667.00	\$420.00	\$2,940.00	\$400.00	\$2,800.00
2. Light Standard - Single LED and 14' Post	Each	7	\$2,325.00	\$16,275.00	\$2,360.00	\$16,520.00	\$2,550.00	\$17,850.00	\$2,500.00	\$17,500.00
3. Spare Light Standard - Single LED and 14' Post	Each	1	\$1,995.00	\$1,995.00	\$2,212.00	\$2,212.00	\$2,200.00	\$2,200.00	\$2,400.00	\$2,400.00
ALTERNATE B - DECORATIVE LIGHTS										
1. Concrete Base - 5'	Each	7	\$380.00	\$2,660.00	\$382.00	\$2,674.00	\$420.00	\$2,940.00	\$400.00	\$2,800.00
2. Light Decorative - Single LED and 16' Post	Each	7	\$4,890.00	\$34,230.00	\$5,515.00	\$38,605.00	\$5,380.00	\$37,660.00	\$6,000.00	\$42,000.00
3. Spare Light Decorative - Single LED and 16' Post	Each	1	\$4,388.00	\$4,388.00	\$5,515.00	\$5,515.00	\$4,825.00	\$4,825.00	\$6,000.00	\$6,000.00
BASE BID SUBTOTAL				\$808,685.30		\$873,365.85		\$953,038.88		\$956,232.25
ALTERNATE A SUBTOTAL				\$20,930.00		\$21,399.00		\$22,990.00		\$22,700.00
ALTERNATE B SUBTOTAL				\$41,278.00		\$46,794.00		\$45,425.00		\$50,800.00
TOTAL BASE BID + ALTERNATE A				\$829,615.30		\$894,764.85		\$976,028.88		\$978,932.25
TOTAL BASE BID + ALTERNATE B				\$849,963.30		\$920,159.85		\$998,463.88		\$1,007,032.25

NOTICE OF AWARD

Date of Issuance: February 19, 2018

Owner: City of West Fargo

Owner's Contract No.:

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 19982

Project: Eagle Run Plaza 6th Addition

Contract Name: Sewer, Water, Storm and Street
Improvement District No. 1314

Bidder: Northern Improvement Company

Bidder's Address: PO Box 2846, Fargo, ND 58108

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 1, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Sewer, Water, Storm and Street Improvement District No. 1314, Eagle Run Plaza 6th Addition.

The Contract Price of the awarded Contract is: \$756,473.60

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and three copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Richard Mattern

Title: President of the Board of City Commissioners

Copy: Engineer

MASTER DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WEST FARGO, as City

AND

SHEYENNE 32, LLC, as Developer

Dated as of _____, 2018

Relating to:

Sheyenne & 32nd Urban Development Plan

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

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EXHIBIT A – MAP OF PROPERTY

EXHIBIT B – IMPROVEMENT DISTRICT NO. 1314

EXHIBIT C – PURCHASE AGREEMENT

EXHIBIT D – WARRANTY DEED

EXHIBIT E – MEMORANDUM OF AGREEMENT

EXHIBIT F – PUD CERTIFICATES

DRAFT

MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (the “Agreement”) made and entered into this ____ day of _____, 2018 (the “Effective Date”) by and between the City of West Fargo, North Dakota, a North Dakota municipal corporation (the “City”), having an address of 800 4th Avenue E, Suite 1, West Fargo, North Dakota 58078, and Sheyenne 32, LLC, a North Dakota limited liability company (the “Developer”), having an address of 400 10th Street SE, Minot, North Dakota 58701-4908.

WHEREAS, the City has adopted a General Development Plan for Urban Renewal and Urban Development and the Sheyenne & 32nd Urban Development Plan in accordance with the provisions of Section 40-58-06, North Dakota Century Code, and will issue TIF Revenue Bonds and/or Refunding Improvement Bonds to finance Project Costs associated with TIF District No. 2017-1; and

WHEREAS, on July 17, 2017, the City held a public hearing regarding approval of this Agreement; and

WHEREAS, the Developer has purchased 6.3 acres of land located on the northwest corner of the intersection of Sheyenne Street and 32nd Avenue West in West Fargo, North Dakota; and

WHEREAS, the Developer has replatted the 6.3 acres as Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, and a copy of a plat map is attached as Exhibit A to this Agreement (the “Property”); and

WHEREAS, the Developer has proposed that the Property be developed to incorporate mixed-use buildings that incorporate retail, commercial office and living space, and a public square and parking structure that would be connected to up to four (4) mixed-use buildings to provide interconnectivity of the Property (the “Project”); and

WHEREAS, on October 27, 2017, the Developer formally petitioned the City to construct public improvements consisting of sanitary sewer, water, storm sewer, and streets and associated on-street parking on Lot 2, Block 1 of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Public Street Lot”); and

WHEREAS, the Developer will grant, convey, and transfer the Public Street Lot to the City for \$342,190.00, through a purchase agreement (as shown on Exhibit C, attached hereto) on or before March 1, 2018, by warranty deed (as shown on Exhibit D, attached hereto); and

WHEREAS, the City will construct the sanitary sewer, water, storm sewer, and streets and associated on-street parking by creating Improvement District No. 1314 in the City of West Fargo (as shown on Exhibit B, attached hereto) and will levy and apportion the cost of constructing Improvement District No. 1314 against benefitted property located within Improvement District No. 1314; and

WHEREAS, the Developer will be responsible for construction of the Public Plaza and Parking Garage and costs associated with those public improvements; and

WHEREAS, the costs associated with the Public Plaza and Parking Garage will be reimbursed by tax increment revenue generated by the creation of a TIF District No. 2017-1 on the Property; and

WHEREAS, the City will issue TIF Revenue Bonds secured by a pledge of the above-described tax increment revenue, parking lease/rental net revenues, and/or special assessments in order to reimburse the Developer for the costs associated with the construction of the Public Plaza and Parking Garage; and

WHEREAS, Developer is the legal and equitable owner of all of lots 2 through 8, Block 1 of Eagle Run Plaza Sixth Addition in the City of West Fargo; and

WHEREAS, Developer will construct the Project on Lots 3 through 8 of Block 1 of Eagle Run Plaza Sixth Addition in the City of West Fargo and in reliance upon the Sheyenne & 32nd Urban Development Plan; and

WHEREAS, the City has determined it to be in the best interests of the City to create TIF District No. 2017-1 to pay the costs associated with the Project and to aid in the development of commercial and industrial property in the City, including the site of businesses of Developer; and

WHEREAS, Developer believes that it is in the best interest that the City create a tax increment financing district to pay the costs associated with the Project for the purpose of promoting business and commercial development in the City through the payment and reimbursement of costs set out in this Agreement; and

WHEREAS, Developer will be responsible for the all costs associated with the design, construction, and installation of the Public Plaza and Parking Garage located on Lots 4 and 6 of Eagle Run Plaza Sixth Addition in the City of West Fargo; and

WHEREAS, the City will purchase Lot 4 (the Parking Garage) from the Developer following the completion of Building 1 and will purchase Lot 6 (the Public Plaza) from the Developer following the completion of Building 2; and

WHEREAS, the City's purchase price for Lot 4 will be the costs incurred by the Developer for the design and construction of the Parking Garage, and the City's purchase price for Lot 6 will be the costs incurred by the Developer for the design and construction of the Public Plaza; and

WHEREAS, the City will, pursuant to this Agreement, utilize the proceeds of TIF Revenue Bonds issued for TIF District No. 2017-1 for the purchase payments to the Developer; and

WHEREAS, it is necessary for the Developer and the City to enter into an Agreement pursuant to North Dakota Century Code Section 40-58-20.1.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

“Abandon” means there has been no Active Construction work for a period of 180 consecutive calendar days.

“Active Construction” means physically engaging in the erection or assembly of a Component of the Project.

“Bank” means the financial institution issuing a letter of credit to the Developer.

“Building 1” means the mixed-use building to be built on Lot 7, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.

“Building 2” means the mixed-use building to be built on Lot 8, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.

“Building 3” means the mixed-use building to be built on Lot 5, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.

“Building 4” means the mixed-use building that may be built on Lot 3, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.

“Change in Law” means the introduction or repeal (in whole or in part) of, the amendment, alteration or modification to, or the change in interpretation of (in each case including, to the extent applicable, by retroactive effect), any applicable laws, standards, practices, or guidelines issued or published by any governmental entity that occur after the Effective Date that are binding on the City, the Developer, or the Property.

“City” means the City of West Fargo, North Dakota.

“City Attorney” means the City Attorney of the City of West Fargo, North Dakota.

“City Auditor” means the City Auditor of the City of West Fargo, North Dakota.

“City Commission” means the Board of the City Commissioners of the City of West Fargo, North Dakota.

“City Engineer” means the City Engineer of the City of West Fargo, North Dakota.

“Completion” means a certificate of occupancy, or like certificate, has been issued by the City.

“Component” means either Building 1, Building 2, Building 3, Building 4, the Parking Garage, or the Public Plaza.

“County Auditor” means the County Auditor of Cass County, North Dakota.

“Current” means all special assessments for a given year are paid by February 15th of the subsequent year, e.g., a special assessment certified by the City Auditor to the County Auditor in 2017 for collection in 2018 must be paid by February 15, 2018, to be Current.

“Developed” means a foundation has been poured, a shell frame has been constructed, and a roof has been raised on a structure constructed on a lot for which a building permit has been granted by the City.

“Developer” means Sheyenne 32, LLC, a North Dakota limited liability company.

“Development Property” means Lots 3, 4, 5, 6, 7, and 8, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.

“Effective Date” means March 15, 2018.

“Good Faith” means observance of reasonable commercial standards of fair dealing in a given trade of business.

“Good Industry Practice” means the industry practices and standards that would be exercised by a prudent and experienced developer, designer, contractor, operator, or maintenance provider engaged in the same kind of undertakings or under similar circumstances.

“Improvement District No. 1314” means Sanitary Sewer, Water, Storm Sewer, and Street Improvement District No. 1314, created by the City and as shown on Exhibit B to this Agreement.

“Lease” means the lease agreement entered into by and between the City and the Developer for the Developer to lease the Parking Garage from the City after the Completion of the Parking Garage.

“Lease Payments” means payments made by the Developer to the City in accordance with the terms of the Lease.

“Maintenance” means all normal maintenance activity associated with maintaining or preserving the Project or a component or part of the Project. This

term generally includes mowing, repair, or placement of items scheduled for regular or routine maintenance, and other incidental maintenance activities.

“Parking Garage” means the parking garage to be constructed as a component of the Project.

“Party” means either the City or the Developer, as the context requires, and its respective representatives, successors, and assigns, and if reference is made to Parties, **“Parties”** means both the City and the Developer, and their respective representatives, successors, and assigns.

“Project” means the proposed development of the Property to incorporate mixed-use buildings that incorporate retail, commercial office, and living space, and a Public Plaza and Parking Garage that would be connected to up to four (4) mixed-use buildings to provide interconnectivity of the Property.

“Property” means Eagle Run Plaza Sixth Addition in the City of West Fargo, a map of which is attached as Exhibit A to this Agreement.

“Public Plaza” means the public plaza to be constructed as a component of the Project.

“Public Street Lot” means Lot 2, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, on which the Developer formally petitioned the City to construct public improvements consisting of streets and associated on-street parking.

“PUD Certificate” means the certificate attached hereto as Exhibit F.

“Refunding Improvement Bonds” means refunding improvement bonds issued by the City, in which the City will pledge the special assessments received from Improvement District No. 1314 for debt service thereof.

“TIF District” or **“TIF District No. 2017-1”** means Tax Increment Financing District No. 2017-1 created by the City on July 17, 2017, by a resolution.

“TIF District Fund 2017-1” means the fund of the City into which the City will deposit tax increment revenue received from the TIF District.

“TIF Revenue Bonds” means tax increment financing gross revenue bonds issued by the City, in which the City will pledge the tax increment revenue from the TIF District, Lease Payments from the Parking Garage, and/or special assessments for debt service thereof.

“Traveled Way” means the approximate center twenty-four (24) feet of a roadway.

2. Street Improvement District No. 1314. The City will create, construct, and levy special assessments for Improvement District No. 1314 as follows:

A. *Creation*. The Developer has submitted its written petition requesting the City create Improvement District No. 1314. The City has created Improvement District No. 1314, which includes Lots 3 through 8, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, as well as other property.

B. *Scope*. The City and Developer agree and acknowledge that Improvement District No. 1314 is being created to design and install sanitary sewer, water main, storm sewer, curb and gutter, street pavement, driveways, street lights, sidewalks, on-street parking additions, signing, striping, other miscellaneous installations, and all other appurtenances, contrivances, and structures used or useful in connection with the above-specified improvements.

C. *Letter of Credit*.

(1) The Developer shall file an irrevocable letter of credit effective for not less than one (1) year with the City in a form satisfactory to the City Attorney in the sum equal to forty percent (40%) of the City Engineer's estimate of the total costs of Improvement District No. 1314¹ immediately after bids have been opened. The Developer recognizes and acknowledges that the letter of credit must be filed prior to the awarding of any contracts by the City for Improvement District No. 1314.

(2) The City may only draw upon the letter of credit upon the conditions set forth in Section 2(F) of this Agreement, and as set forth below in this Section.

(3) It is a condition of the letter of credit that it shall be deemed automatically extended for one (1) year from its original or future expiration dates, unless sixty (60) calendar days prior to any expiration date, the Bank provides written notice to the City Auditor, by registered or certified mail, that the Bank elects not to renew the letter of credit for any additional period. The Developer will have until thirty (30) calendar days prior to any expiration date to supply the City Auditor with a replacement letter of credit for one (1) year from the expiration date, meeting all the terms of this Agreement. If the letter of credit is not renewed, extended, or replaced within thirty (30) calendar days of its expiration, that will result in a default under this Agreement by the Developer and the City Auditor will notify the Bank of the default and will order the draw of the entire balance of the letter of credit. Such funds received from the Bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking fund for Improvement District No. 1314. The City will release to the Developer any

¹The City Engineer's estimate of the total costs of Improvement District No. 1314 is \$1,382,878.41.

such funds not placed into the sinking fund upon the filing with the City of a new letter of credit in a form and amount satisfactory to the City or if a letter of credit is no longer required under the terms of this Agreement.

D. *Assessments.* The City has created Improvement District No. 1314 and will design, advertise, bid, and enter into a contract for certain improvements, as described in Section 2(B) hereof, to be constructed upon Lot 2, Block 1, of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, and will levy and apportion special assessments for the cost of said improvements against the benefitted property within Improvement District No. 1314.

E. *Security.* The Developer agrees that, pursuant to this Agreement, the special assessments on the Development Property, when said property has yet to be Developed, must be kept Current.

F. *Draws on Letter of Credit.*

(1) It is agreed between the Parties that if special assessments on Development Property yet to be Developed are not Current, then the City Auditor shall give written notice to the Developer of the Development Property for which special assessments are not Current. The City Auditor shall notify the Developer that if the delinquent special assessments are not paid by March 1st of that year, or within fourteen (14) calendar days of the mailing of the notice, whichever is later, then the City Auditor will give the Bank written demand for payment out of the letter of credit to the City of an amount sufficient to satisfy the deficiency. The City, upon receipt of funds from the Bank, shall place those funds into the sinking fund of Improvement District No. 1314. The City will not apply those sums to pay special assessments on any Development Property. Instead, the City will use the funds to pay principal and interest payments on outstanding bonds for Improvement District No. 1314. If the principal amount of delinquent special assessments is subsequently paid to the County Auditor by the Developer or a subsequent owner, the City, upon receipt from the County Auditor of those funds, will transfer them to the Bank.

(2) If Development Property comes back to the City for failure to pay special assessments, upon the sale of that property by the City, the proceeds of the sale shall be applied in the following order:

(a) To the sinking fund of Improvement District No. 1314 to cover any deficiencies in the sinking fund from Development Property which has come back to the City.

(b) To the City to cover its reasonable costs and expenses, including attorneys' fees, incurred by the City in marketing and selling the Development Property.

(c) To the Bank to the extent necessary to reimburse the Bank for the amount of funds paid as a result of the letter of credit to the sinking fund as a result of delinquent specials on the Development Property sold.

(d) To the general fund of the City.

(3) It is agreed between the Parties that if the City believes the Developer has Abandoned the Project following the Completion of Building 1, then the City Auditor shall give written notice to the Developer of such belief. If the Developer fails to recommence Active Construction on the Project within ninety (90) calendar days of the mailing of the notice, then the City may treat the Project as Abandoned by the Developer and the City has the right to submit a written demand to the Bank for all funds remaining on the letter of credit. The City may use these funds as needed within its discretion.

G. Reduction in LOC.

(1) The Bank is authorized to reduce the principal amount of the letter of credit issued hereunder upon written notice signed by the City Auditor and the Developer.

(2) The letter of credit may be reduced under the following occurrences:

(a) The City Auditor, upon request of the Developer, shall give written notice to the Bank to reduce the amount of the principal amount of the letter of credit when the amount of unpaid special assessments, whether certified or uncertified, for the Improvement District No. 1314 are less than the principal amount in the letter of credit. The City Auditor shall give the Bank authority to reduce part of the principal amount so that the amount of the unpaid special assessments, whether certified or uncertified, covered by this Agreement and the principal amount to remain secured by the letter of credit are equal. The reduction of the principal amount in the letter of credit by this procedure is only required to be made by the City Auditor once in each six-month period. At the time the amount of unpaid specials, whether certified or not, on Development Property becomes zero (0), as a result of the development of all the Development Property, or the payment of the specials on all of the Development Property, and the obligations of the municipal ordinances of the City are complied with, the City Auditor shall, upon the request of the Developer, immediately give written notice to the Bank to release the letter of credit.

(b) The City Auditor, upon request of the Developer, shall give written notice to the Bank to reduce the amount of the principal amount of the letter of credit upon completion of Building 1 and then again upon completion of Building 2. Following the Completion of Building 1, the Developer may request that the City reduce the letter of credit to an amount that is fifty

percent (50%) of the original principal amount of the letter of credit. Following the Completion of Building 2, the Developer may request that the City reduce the principal amount of the letter of credit to zero (0) and release the letter of credit.

- H. *Development of Specials and Termination of LOC Obligation.* The Developer agrees that the letter of credit issued pursuant to this Agreement is to be used to secure payment of special assessments which are not Current on Development Property. The letter of credit's obligation to pay delinquent assessments on the Development Property is terminated when that lot is Developed or when all special assessments for that lot, certified or uncertified, for Improvement District No. 1314 are paid. The sale, tax sale, transfer, or other disposition of any Development Property shall have no effect on the obligation of the letter of credit to pay special assessments which are not Current.
3. Creation of TIF District. On July 17, 2017, the City, by a separate resolution, created Tax Increment Financing District No. 2017-1 (the "TIF District") in the City as permitted in the City's General Plan for Urban Renewal and Urban Development.
 4. Term of TIF District. The TIF District shall be for a term of twenty-five (25) years commencing on the Effective Date and terminating on December 31, 2043. The Parties acknowledge and agree that during initial years of construction of the TIF District tax increments will be lower due to partial construction and the resulting partial valuation with respect to taxable value of the Property.
 5. Transfer of the Property. Pursuant to a separate purchase agreement(s), which the Parties agree they will in Good Faith negotiate and execute at a later date, the Developer will sell, convey, and transfer Lots 4 and 6 of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, to the City. The City will purchase said Lot 4 from the Developer after the Completion of Building 1 and will purchase said Lot 6 from the Developer after the Completion of Building 2. The amount paid by the City to the Developer for Lot 4 and Lot 6, respectively, is set forth in Section 9 hereof.
 6. Consent. Developer requests, consents to, and approves the creation of the TIF District and the issuance of the TIF Revenue Bonds and Refunding Improvement Bonds to finance the costs of acquiring Lot 4 and Lot 6 of Block 1 of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota; the cost of constructing the Parking Garage; and the cost of constructing the Public Plaza. The Developer expressly waives any objection to any irregularity with regard to the creation of the TIF District and the issuance of the TIF Revenue Bonds and Refunding Improvement Bonds. Further, the Developer waives all rights to appeal (pursuant to N.D.C.C. § 28-34-01) such action of the City to a court. This waiver is express, and the Developer acknowledges that it is waiving any and all rights of appeal regarding any irregularity with regard to the creation of the TIF District and the issuance of the TIF Revenue Bonds and the Refunding Improvement Bonds.

7. Valuation. The Developer understands and agrees that the increased value of all of the Property in the TIF District will be taxed as a general real estate tax in the City, as all other property, and that the tax based on the increased value will be placed into the tax increment fund of the City from which the costs of the Property acquisition will be paid. The Developer will have the same right as all other real property taxpayers in the State of North Dakota to contest the valuation placed on their property pursuant to the procedures under North Dakota law.

8. Improvements.
 - A. The Developer will be responsible for design, construction, and installation of the agreed-upon Parking Garage and Public Plaza on Lots 4 and 6 of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, at the Developer's initial sole cost.
 - B. The Developer will additionally be responsible for the design, construction, and installation of Building 1, Building 2, Building 3, and Building 4 (if desired), at the Developer's sole cost.
 - C. The City and the Developer agree to negotiate in Good Faith at a later date to mutually agree upon engineering plans and specifications and a budget for the Parking Garage and Public Plaza. The Parking Garage and Public Plaza plans shall be prepared by a professional engineer and approved by a professional engineer licensed in North Dakota. The plans for the Parking Garage and Public Plaza must be reviewed and approved by the City Engineer; the Parking Garage and Public Plaza shall be constructed by the Developer under the supervision of a professional engineer; inspected by a professional engineer licensed in North Dakota; and, upon its completion and inspection, the Parking Garage and Public Plaza must be expressly approved in writing by the City Engineer. Unless otherwise agreed to by the City in writing, the construction of the Parking Garage shall not commence until the footings and foundation of Building 1 have been completed.
 - D. Prior to the Active Construction of any Component, the Developer and the City agree to execute a PUD Certificate in substantially the same form as that attached hereto as Exhibit F, amended as necessary. The Developer shall not start Active Construction of a Component prior to having a fully executed PUD Certificate with the City. An executed PUD Certificate shall become part of this Agreement and shall be attached hereto.
 - E. The Developer shall require the contractor or contractors installing/constructing the Parking Garage and the Public Plaza to have a payment and performance bond in the amount of the total construction amount for the Parking Garage and the Public Plaza, which is payable to the Developer and the City and that is enforceable by the Developer and the City. Such payment and performance bond shall contain all

terms normally contained in the contract bonds entered into by the City and contractors for improvement projects in the City.

- F. All public streets, water, sanitary, and storm sewer improvements shall be constructed on property platted as public right of way so as to allow the City of West Fargo to service said infrastructure. All plans and specifications and other information pertinent to the Project shall be furnished to the City.
- G. The City shall have the right to oversee, and approve of, all proposed construction costs for the Parking Garage and Public Plaza.
- H. At the completion of construction of the Parking Garage and the Public Plaza, the Developer shall provide the City with lien waivers from any and all of the contractors, subcontractors, and all suppliers who worked on or supplied material for the Parking Garage and Public Plaza, provided that the Developer retains the right to challenge any lien.
- I. If the Developer engages in negotiations for subleases of the Parking Garage prior to the Completion of the Parking Garage, the Developer shall involve the City in those negotiations and shall submit the subleases, prior to their execution, to the City for review.
- J. The Developer shall notify the City when the Parking Garage has reached Completion, and within ninety (90) calendar days of such notification by the Developer, the City shall reinspect the Parking Garage and provide written notice to the Developer of any objection to the work performed. Failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City. At the conclusion of the 90-day period, or as otherwise agreed to by the City, the City shall assume ownership of the Parking Garage. The Parking Garage shall be warranted by the contractor for a period of one (1) year commencing from the official date of acceptance by the City of Completion.
- K. Prior to the transfer of ownership of the Parking Garage to the City, the City and the Developer shall engage in Good Faith negotiations to agree upon a lease of the Parking Garage, whereby the Developer will lease the Parking Garage from the City (the "Lease"). The Lease shall contain, at a minimum, the following provisions:
 - (1) The Developer shall be responsible for operating the Parking Garage and for performing day-to-day maintenance on the Parking Garage and on Lot 4;
 - (2) The Developer shall be responsible for entering into subleases of the Parking Garage; provided, however, prior to entering a sublease, the Developer shall seek review and approval of the sublease from the City;

- (3) In the event the City believes the Developer is failing to operate or maintain the Parking Garage in accordance with Good Industry Practice, the City has the right to step-in and operate or maintain the Parking Garage, as applicable, and prohibit the Developer from doing the same, and bill the Developer for the services the City provides;
 - (4) The City and the Developer shall review the terms of the Lease every five (5) years and amend the Lease as desired;
 - (5) The Developer is not required to sublease the Parking Garage in its entirety, but instead, the Developer may lease parking spots within the Parking Garage on an hourly or daily basis. The Developer and the City shall jointly agree upon hourly or daily rates for the Parking Garage;
 - (6) The Developer shall involve the City on maintenance projects outside of day-to-day maintenance or on reconstruction projects. If desired by the City, the City may bid out said projects as City projects and may specially assess the expense of such to benefitting properties; and
 - (7) The Developer shall remit Lease Payments to the City throughout the term of the Lease. The amount and schedule of Lease Payments shall be negotiated in Good Faith by the Parties when drafting the Lease.
- L. The Developer shall be responsible for all maintenance of the Project with the exception of the Parking Garage and Public Plaza as provided herein and of the Public Street Lot as provided by this Section. The City shall be responsible for plowing snow on the Traveled Way of the Public Street Lot, with the Developer being responsible for plowing snow on the remainder of the Public Street Lot and for all other maintenance on the Public Street Lot.

9. Reimbursement for Improvements.

- A. The City will, pursuant to a separate purchase agreement as set forth in Section 5 of this Agreement, remit a portion of the TIF Revenue Bond proceeds to the Developer as reimbursement for the costs incurred by the Developer for the design and construction of the Parking Garage and Public Plaza.
- B. Prior to reimbursement for the Parking Garage, in conjunction with the Developer's notice to the City of Completion of the Parking Garage, the Developer shall submit detailed statements, including receipts or invoices, for the respective costs of the Parking Garage. During the 90-day period set forth in Section 8(J), the City, in addition to inspecting the Parking Garage, will review such statements and notify the Developer of any discrepancies or the need for additional information. When the City assumes ownership of the Parking Garage pursuant to Section 8(J), the City shall remit any undisputed amounts owed to the Developer for reimbursement. If the City disputes items submitted by the Developer for reimbursement, the City

and the Developer shall negotiate such items in Good Faith to arrive at a reimbursement amount. The City and the Developer agree that reimbursement for the Parking Garage will not exceed \$5,500,000.00. This capped reimbursement amount includes land acquisition of Lot 4 and design and construction of the Parking Garage.

- C. The City will reimburse the Developer for the Public Plaza as the Developer reaches construction milestones, which the City and the Developer will agree upon when negotiating the engineering plans and specifications for the Public Plaza. When the Developer reaches a construction milestone, the Developer shall provide notice of the milestone and detailed statements, including receipts or invoices, for the respective costs of achieving such milestone to the City. Within thirty (30) calendar days of receipt of the notice and statements, the City shall inspect the milestone and shall review such statements, notifying the Developer of any construction deficiencies or any financial discrepancies or the need for additional information. The Developer shall remedy such deficiencies or discrepancies to the City's satisfaction, and the City will remit a milestone payment to the Developer upon such satisfaction. The Developer will maintain ownership and any maintenance responsibilities of the Public Plaza until the overall Public Plaza reaches Completion. The Developer shall notify the City of Completion of the overall Public Plaza, and within ninety (90) calendar days of such notification by the Developer, the City shall reinspect the Public Plaza and provide written notice to the Developer of any objection to the work performed. Failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City. At the conclusion of the 90-day period, or as otherwise agreed to by the City, the City shall assume ownership of the Public Plaza. The Public Plaza shall be warranted by the contractor for a period of one (1) year commencing from the official date of acceptance by the City of Completion.
10. Responsibilities of Developer. The Developer will obtain all required permits, licenses, and approvals, and will meet all requirements of all local, state, and federal laws and regulations which must be obtained or met in connection with the necessary infrastructure improvements. Without limitation to the foregoing, the Developer will request and seek to obtain from the City all necessary variances, conditional use permits, or zoning changes. The Parties agree and acknowledge that this Agreement does not constitute review or approval of any permits, approvals, or licenses required by the City.
 11. Real Estate Taxes. The Developer agrees to pay the appropriate general real estate taxes assessed against its owned portion of the Property on an annual basis in accordance with the provisions of the applicable laws of the State of North Dakota.
 12. Future Special Assessments. The Developer acknowledges that future special assessments for later improvement districts benefitting Lots 1 through 8 of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota, may be

levied and apportioned as special assessments against Lots 1 through 8 of Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota.

13. Application of Funds.

- A. The Developer agrees that the tax increment revenue generated from the TIF District will be applied to the costs of TIF Revenue Bonds issued by the City for the first twenty-five (25) years (levied 2018 through 2043 and collected 2019 through 2044) of the TIF District or until the debt service of the TIF Revenue Bonds is paid in full, whichever occurs first.
- B. Prior to the collection of tax increment revenue, the City will make an inter-fund loan of funds collected from its sales and use tax to make debt service payments on the TIF Revenue Bonds. Following the collection of tax increment revenue, the City shall reimburse its sales and use tax fund by withdrawing up to ten percent (10%) of the tax increment revenue collected in any given year from the TIF District Fund 2017-1 until the entire amount loaned from the sales and use tax fund is repaid.
- C. The Parties agree that any Lease Payments generated by the Parking Garage, in addition to tax increment revenues generated by the TIF District, will be pledged for repayment of the TIF Revenue Bonds.

14. Access to the Development Property. The Developer agrees to allow the City and any of its officers, employees, or agents, access to the Development Property for the purpose of inspection of all work being performed in connection with the improvements on the Development Property, if the City so desires.

15. Termination. This Agreement will terminate and be of no further force and effect after the TIF Revenue Bonds issued relating to the TIF District, or any later bond issued to fund other assessments issued against the TIF District, have been paid in full, or December 31, 2043, whichever event occurs first.

16. Interpretation and Administration. The City Commission will have full power and authority to interpret, construe, and administer this Agreement, and its interpretations and construction thereof and action thereunder will be binding and conclusive on the Parties for all purposes.

17. Governing Law. This Agreement will be controlled by the laws of the State of North Dakota.

18. Change in Law. The Developer will ensure that the Project, including but not limited to the construction of the Parking Garage and the Public Plaza, is performed in accordance with the terms of this Agreement following any Change in Law. If a Change of Law occurs or will occur within ninety (90) calendar days, either Party may notify the other Party and include in such notification: (i) an opinion on its likely

- effects; (ii) any necessary changes to the Project or implementation of this Agreement, including the full detail of the procedure for implementing such changes; and (iii) amendments (if any) required by this Agreement. After either Party delivers a notice of a Change in Law, the Parties shall meet and discuss the issues referred to in such notice and any ways in which the Developer can mitigate the effect of the relevant Change in Law.
19. Legislative and Tax Law Disclosure. The Developer acknowledges and agrees that the authority of the City to create, impose, and administer the TIF District is derived from North Dakota statutory authority and the North Dakota Legislature has the power to amend, repeal, and replace any and all laws relating to tax increment financing, property tax valuation, and collection.
 20. Indemnification. The Developer agrees it will indemnify, defend, and hold harmless the City, its officers, employees, agents, and contractors from any and all claims or causes of action, of any nature, arising or purportedly arising out of actions of Developer, its officers, employees, agents, or contractors in connection with this Agreement.
 21. Assignment. Except as otherwise expressly provided in this Agreement, the Developer agrees, on behalf of itself, its officers, and partners and the personal representatives of the same, and any other person or persons claiming any benefits under the Developer by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder will not be assigned, transferred, pledged, or hypothecated in any way by the Developer or by any other person claiming under it by virtue of this Agreement, and will not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process, will be null and void and without effect. Notwithstanding the foregoing, the Developer may assign this Agreement with the written consent of the City.
 22. Discontinued Business Operation. In the event the Developer discontinues its business operations on the Development Property, this Agreement will terminate and be of no force or effect except for periods of remodeling/renovation or in the event of damage caused by fire, flood, or natural disaster.
 23. Administrative Fee. The Developer agrees that the City may charge the TIF District an annual administrative fee of three percent (3%) of the total proceeds generated by the TIF District as and for an administrative fee.
 24. Insufficient Revenue. The Developer agrees that in the event there is inadequate revenue generated from the TIF District and dedicated gross revenue to cover the costs incurred by the City for acquisition of the Property, including for debt service on the TIF Revenue Bonds and the administrative fee in a particular year, the amount of said

delinquency shall be specially assessed against the Property, levied and certified as a special assessment.

25. Excess Increment. The Developer agrees and acknowledges that any excess increment remaining in the City's fund for the TIF District at the termination of the payments to the City for the costs of acquisition of the Property and the payments for the TIF Revenue Bonds will belong to the City.
26. Entire Agreement. This Agreement contains the entire understanding of the Parties. It may not be changed orally, but only upon an agreement in writing approved by the City Commission and signed by the President of the Board of City Commissioners and City Auditor. It may be modified as to terms and conditions from time to time upon the mutual consent of the Parties; however, such modification must be reduced to writing, signed by the Parties and the document appended to and made a part of this Agreement.
27. Notice. All notices, certificates or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City Auditor
 City of West Fargo
 800 4th Ave E, Suite 1
 West Fargo, ND 58078

If to the Developer: Attn: Todd Berning
 Sheyenne 32, LLC
 400 10th St. SE
 Minot, ND 58702-0879

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

28. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the City and Developer, their respective successors, and assigns.
29. Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the Parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

30. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by the written amendment authorized and executed by the City and Developer.
31. Cooperation. The Parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
32. Memorandum of Agreement. The City and the Developer agree to execute and deliver on the date of the signing of this Agreement a memorandum or short form of this Agreement in a form sufficient to put all contractors, suppliers, and the public on notice of the existence of the Agreement with respect to the Property. The memorandum of this Agreement shall otherwise be substantially similar to the form attached hereto and incorporated as Exhibit E, and it shall be recorded in the official records of Cass County, North Dakota. No copy of this Agreement shall be fixed to the memorandum of Agreement. The Developer shall pay all costs charged by the State of North Dakota and Cass County to record the memorandum of Agreement. The Developer agrees that within ten (10) calendar days following the expiration or earlier termination of this Agreement, the Developer shall deliver to the City an executed termination of such memorandum, which shall be executed by the City and recorded in the official records of Cass County, North Dakota, at the City's sole cost and expense.
33. Representation. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other parties.
34. Waiver of Jury Trial. THE CITY AND THE DEVELOPER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS CONTRACT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CITY AND DEVELOPER ENTERING INTO THIS CONTRACT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

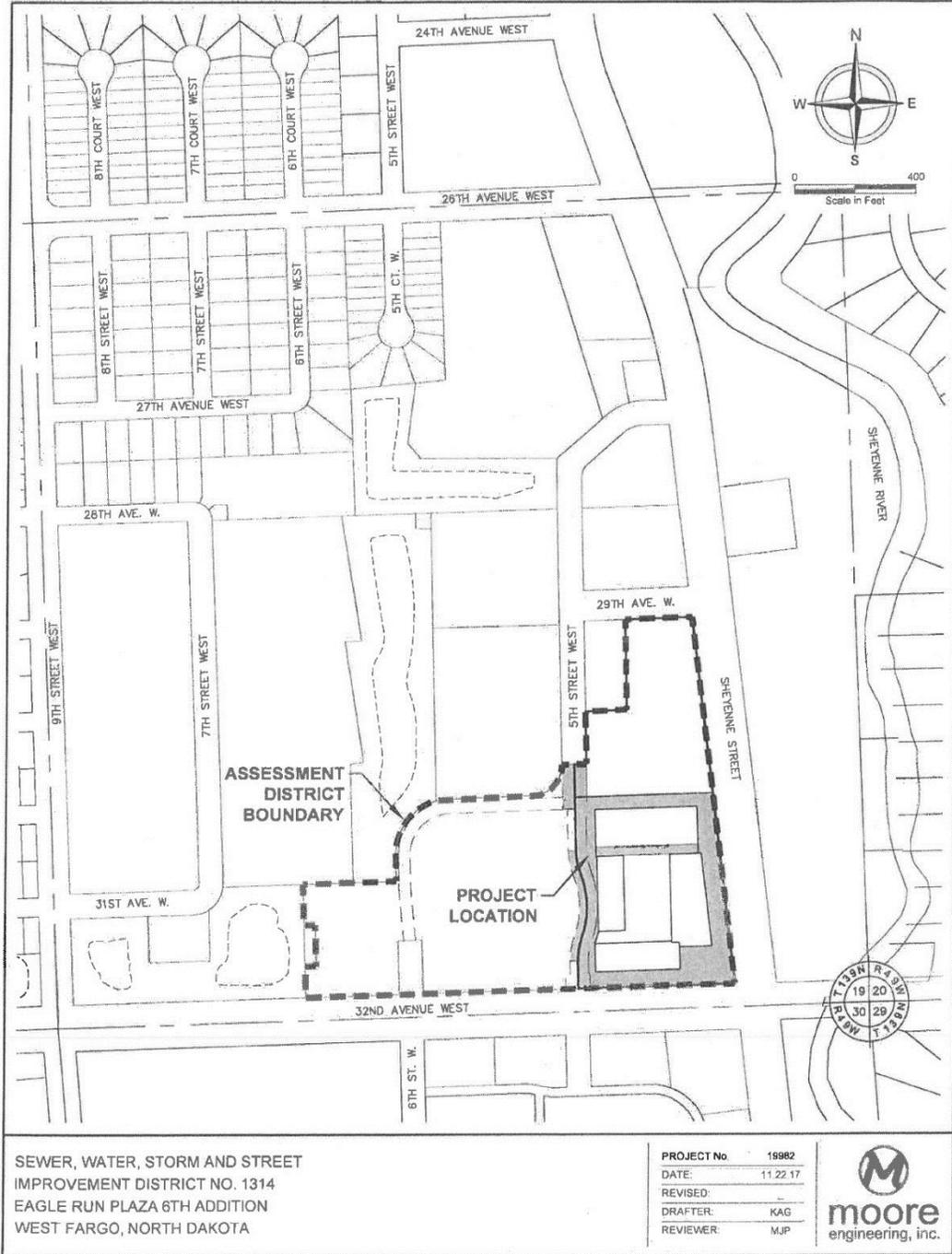
35. Authority to Execute Agreement. The Developer agrees and acknowledges that the person or persons executing this Agreement on behalf of the Developer have been duly authorized by the Developer to execute this Agreement on its behalf.
36. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
37. Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
38. No Waiver or Remedies. The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Developer or Bank of any of the provisions hereof, shall no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.
39. Recording. The Parties agree that this Agreement shall be recorded on the Property at the Cass County Recorder's office and shall run with the land and be binding upon any successors or assigns.

(Signatures appear on the following pages.)

EXHIBIT B

IMPROVEMENT DISTRICT NO. 1314

EXHIBIT B



SEWER, WATER, STORM AND STREET
IMPROVEMENT DISTRICT NO. 1314
EAGLE RUN PLAZA 6TH ADDITION
WEST FARGO, NORTH DAKOTA

PROJECT No. 19982
DATE: 11.22.17
REVISED:
DRAFTER: KAG
REVIEWER: MJP



FILE LOCATION: R:\Civil 3D Projects\119982\DRAWINGS\DESIGN\19982-Assessment\District.dwg

EXHIBIT C

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made this _____ day of _____, 2018 (“Effective Date”), by and between SHEYENNE 32, LLC, a limited liability company organized and existing under the laws of the State of North Dakota, whose post office address is 400 10th Street E, P.O. Box 879, Minot, North Dakota 58702 (the “Seller”), and the CITY OF WEST FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota, whose post office address is 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”), as the buyer.

RECITALS

WHEREAS, the City has created Improvement District No. 1314, a project consisting of sanitary sewer, water main, storm sewer, curb and gutter, street pavement, driveways, street lights, sidewalks, on-street parking additions, signing, striping, other miscellaneous installations, and all other appurtenances, contrivances, and structures used and useful in connection with the above-specified improvements (the “Project”); and the City must acquire certain real property interests for the purpose of constructing the Project; and

WHEREAS, Seller owns certain real property along the proposed course of the Project, and the City must, and is authorized to, acquire this real property from Seller, as more specifically described below, for purpose of constructing the Project; and

WHEREAS, Seller agrees to sell the property described below to the City, all subject to the terms and conditions contained in this Agreement; and

NOW THEREFORE, in consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Property**. Seller agrees to sell and City agrees to purchase the following described real property, located in Cass County, State of North Dakota, and legally described as follows:

Lot 2, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota

(the “Purchase Property”).

2. **Warranty of Title**. Seller warrants that Seller is the fee simple owner of the Purchase Property; that Seller has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Purchase

Property, or any portion thereof; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Purchase Property, or any portion thereof; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Purchase Property, or any portion thereof. Seller will not grant, sell, convey, or in any way encumber the Purchase Property prior to the parties' closing.

3. **Fixtures, Structures and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Purchase Property on the date of closing will automatically become the City's property, without the need for any bill of sale or any other written instrument or agreement.
4. **Purchase Price.** The purchase price for the Purchase Property is \$_____, (the "Purchase Price"). The City will pay Seller \$_____ by check at closing. Seller further acknowledges the Purchase Price paid by the City under this Agreement represents full and final payment to Seller as compensation or damages regarding the Purchase Property; any and all severance damages; any buildings, structures, fixtures, personal property, or other items left on the Purchase Property; or the Project. Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.
5. **Closing and Possession.** Closing will occur on or before March 1, 2018 ("Date of Closing"), unless extended for purposes of correcting title or unless otherwise agreed by the parties. At closing, Seller will execute and deliver to the City a Warranty Deed conveying good and marketable title to the Purchase Property, free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing. Seller will deliver possession of the Purchase Property to the City at closing.
6. **Closing Costs.** The City will be responsible for all closing costs, including the cost of updating the abstract, preparing the deed, deed tax, cost of survey, any title correction that is required, all costs related to title examination, costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.
7. **Inspection of the Purchase Property.** Seller authorizes City, or such other person as City may designate, to enter the Purchase Property for inspection prior to the Date of Closing at any time between the execution of this Agreement and the Date of Closing.
8. **Tenants.** Seller will promptly notify any of Seller's Tenants of this Agreement, of the Project, of the City's rights under this Agreement, and of the potential for disruption of any Tenants' rights regarding the Purchase Property prior to closing. Additionally, Seller will promptly provide the City with any Tenants' contact information. The City will not be liable or otherwise responsible to any of Seller's Tenants for interference with any Tenants' rights regarding the Purchase Property.

9. **Title Examination.** Within fourteen (14) days of Seller's execution of this Agreement, Seller will furnish the City with a duly certified Abstract of Title to the Purchase Property continued to a recent date. If the title to the Purchase Property, or any portion thereof, is unmarketable, Seller will cooperate with the City to clear any title defects and to render title marketable.
10. **Real Estate Tax.** Seller agrees to pay all taxes and special assessments or assessments for special improvements due, levied, or assessed for the year 2017, which are due and payable in the year 2018, and all prior years. The City agrees to pay all taxes and special assessments or assessments for special improvements for the year 2018 and subsequent years.
11. **Representations and Warranties.** Seller represents and warrants to the City that:
 - a. Seller, on the Date of Closing, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by City, and all representations and warranties made hereunder will be true and correct on said date.
 - b. On the Date of Closing, Seller will own the subject premises free and clear of all liens, charges and encumbrances.
 - c. To the best of Seller's knowledge, there are no underground wells, buried underground storage tanks as defined under North Dakota law, or private septic systems on, under or upon the subject premises. Upon twenty four (24) hours' notice, City may enter the Purchase Property at any date after the Effective Date of this Agreement to investigate and survey the Purchase Property for underground storage tanks or wells.
 - d. To the best of Seller's knowledge, there are no hazardous materials contained on the Purchase Property. Seller, however, has performed no hazardous materials testing on the Purchase Property. City may enter the Purchase Property at any date after the Effective Date of this Agreement to investigate and survey the Purchase Property for hazardous material.

Seller hereby agrees that the truthfulness of each of said representations and warranties and all other representations and warranties herein made is a condition precedent to the performance by City of its obligations hereunder.

12. **Breach of Representation or Warranty.** Upon the breach of any representation or warranty hereof, City may, prior to the Date of Closing, declare this Agreement to be null and void, or City may elect to close this sale. If City elects to declare this Agreement null and void in writing (citing the express breach by Seller), all money paid will be immediately refunded to City and, upon such refund, neither party will have any further rights or obligations hereunder. All representations, warranties and covenants of Seller will survive the Date of Closing. In the event any representation or warranty will be discovered to have been untrue as of the Date of Closing, Seller will indemnify, defend and hold City, their successors and assigns, harmless with respect to any loss, cost, expense, damage or liability (including

reasonable attorneys' fees) arising out of or relating to said representation or warranty being untrue.

13. **Notice**. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to City: Attn: City Auditor
 City of West Fargo
 800 4th Avenue East, Suite 1
 West Fargo, North Dakota 58078

If to Seller: Sheyenne 32, LLC
 400 10th Street East
 P.O. Box 879
 Minot, North Dakota 58702

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

14. **Time is of the Essence**. Time is of the essence of each provision of this entire contract and of all the conditions thereof.
15. **Entire Agreement; Amendment**. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein. Any modifications or amendments of this Agreement or waiver of any of its terms and conditions must be in writing and signed by both parties to this Agreement.
16. **No Forbearance**. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
17. **Remedies**. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
18. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, and will continue in force and effect and be binding

after the Date of Closing and delivery of the Warranty Deed. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

19. **North Dakota Law Applies.** 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.
20. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.
21. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
22. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
23. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

City:

CITY OF WEST FARGO, NORTH
DAKOTA

By: _____
Rich Mattern, President of the Board of
City Commissioners

ATTEST:

Tina Fisk, City Auditor

DRAFT

Seller:

Todd Berning, President
Sheyenne 32, LLC

DRAFT

EXHIBIT D

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, between Sheyenne 32, LLC, a limited liability company organized and existing under the laws of the State of North Dakota, GRANTOR, whose post office address is 400 10th Street E, P.O. Box 879, Minot, North Dakota 58702; and the City of West Fargo, a municipal corporation and political subdivision under the laws of the State of North Dakota, GRANTEE, whose post office address is 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said GRANTEE, all of the following real property lying and being in the County of Cass and State of North Dakota, and described as follows, to-wit:

Lot 2, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in any way appertaining, to the said GRANTEE, its successors and assigns, **FOREVER**. And the said GRANTOR, for itself and its successors, does covenant with the said GRANTEE, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid; and that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above bargained and granted lands and premises, in the quiet and peaceable possession of the said GRANTEE, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the GRANTOR will **WARRANT and DEFEND**.

IN TESTIMONY WHEREOF, the said GRANTOR has caused these presents to be executed in its corporate name on the day and year first above written.

EXHIBIT E

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (“Memorandum”) is entered into and effective as of _____, 2018, by and between Sheyenne 32, LLC, a limited liability company organized and existing under the laws of the State of North Dakota (the “Developer”), and the City of West Fargo, a municipal corporation and political subdivision under the laws of the State of North Dakota (the “City”).

WHEREAS, on or about _____, 2018, the Developer and the City entered into a Master Development Agreement for the design, construction, and operation of a development complex incorporating mixed-use buildings for retail, commercial office, and living space, a parking garage, and a public plaza (the “Project”) located in the Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Property”);

WHEREAS, the Developer will construct the Project on Lots 3 through 8, Block 1 of the Property;

WHEREAS, on Lot 2, Block 1 of the Property, through the creation of Sewer, Water, Storm, and Street Improvement District No. 1314, the City will service the Project;

WHEREAS, following the completion of the parking garage and the public plaza, subject to other Project completion, the Developer will sell Lots 4 and 6, the lots on which the parking garage and public plaza will be built, respectively, to the City;

WHEREAS, the City will fund the improvements in Sewer, Water, Storm, and Street Improvement District No. 1314 through the issuance of refunding improvement bonds and will fund the purchase of Lots 4 and 6 through the issuance of Tax Increment Financing Revenue Bonds (“TIF Revenue Bonds”) resulting from the creation of Tax Increment Financing District 2017-1 (“TIF District 2017-1”);

WHEREAS, the City and the Developer desire to execute this Memorandum to provide constructive notices of the rights and obligations under the Master Development Agreement to third parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Developer agree as follows:

1. Term: The Agreement will terminate and be of no further force and effect after the TIF Revenue Bond issues relating to the TIF District, or any later bond issued to fund other assessments issued against the TIF District, have been paid in full, or December 31, 2043, whichever event occurs first.

2. Parties: The Agreement sets forth the names, authorized representatives, and addresses of the parties thereto.

3. Project: The Developer will be responsible for the design and construction of the buildings, parking garage, and public plaza consisting of the Project, and will own, operate, and maintain the buildings following their completion. The City will participate in the design of the parking garage and public plaza, and following their completion by the Developer, the Developer will sell ownership and control of the parking garage and public plaza to the City. The City and the Developer will share the maintenance responsibilities for the street located on Lot 2 of the Property as provided in the Master Development Agreement.

4. Districts: The City has created Improvement District No. 1314 to service the Project and has created TIF District 2017-1 to fund the purchase of Lots 4 and 6 upon which the parking garage and public plaza will be built, respectively.

5. Letter of Credit: The Developer will provide a letter of credit as security to the City for the construction of the Project, upon which the City may draw as provided in the Master Development Agreement.

6. Governing Law: This Memorandum and the Master Development Agreement are governed by the laws of the State of North Dakota.

7. Conflict. This Memorandum describes only selected provisions of the Master Development Agreement and reference must be made to the text of the Master Development Agreement for the full terms and conditions. This Memorandum shall not in any way amend or supersede the terms and conditions of the Master Development Agreement. In the event of a conflict between this Memorandum and the actual Master Development Agreement, the Master Development Agreement shall prevail.

IN WITNESS WHEREOF, this Memorandum has been executed by the parties hereto as of the day and year first above written or consented to and ratified the same as if executed on such date.

(Signatures on the following page.)

EXHIBIT F

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this _____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 7, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has the authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Lot for a failure by the Developer to comply with the terms and conditions of this Certificate.

2. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

2. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

4. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

5. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

III. CONDITIONS OF APPROVAL

1. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

2. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

3. Adequate parking is provided for Building 1 uses prior to issuance of final building permit.

IV. GENERAL MATTERS

1. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

3. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

4. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, 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.

5. 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 one 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 above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

6. 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.

7. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

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

8. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

9. This Certificate shall be recorded.

10. This Certificate 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 Certificate shall be brought in an appropriate venue in the State of North Dakota.

11. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this _____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 8, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

V. PARTIES

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

4. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

VI. JURISDICTION

6. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

7. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

8. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

9. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

10. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

VII. CONDITIONS OF APPROVAL

4. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

5. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

6. Adequate parking is provided for Building 2 uses prior to issuance of final building permit.

VIII. GENERAL MATTERS

12. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

13. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

14. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

15. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, 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.

16. 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 one 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 above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

17. 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.

18. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

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

19. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

20. This Certificate shall be recorded.

21. This Certificate 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 Certificate shall be brought in an appropriate venue in the State of North Dakota.

22. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this _____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 5, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

IX. PARTIES

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

6. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

X. JURISDICTION

11. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

12. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

13. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

14. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

15. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

XI. CONDITIONS OF APPROVAL

7. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

8. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

9. Adequate parking is provided for Building 3 uses prior to issuance of final building permit.

XII. GENERAL MATTERS

23. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

24. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

25. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

26. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, 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.

27. 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 one 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 above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

28. 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.

29. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

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

30. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

31. This Certificate shall be recorded.

32. This Certificate 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 Certificate shall be brought in an appropriate venue in the State of North Dakota.

33. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary

PUD CERTIFICATE

THIS PUD CERTIFICATE (the “Certificate”), entered into this _____ day of _____, _____, by and between the City of West Fargo, North Dakota (the “City”) and Sheyenne 32, LLC (the “Developer”) (collectively, the City and the Developer referred to as the “Parties”).

WHEREAS, the Developer is the owner of the following described property: Lot 3, Block 1, Eagle Run Plaza Sixth Addition in the City of West Fargo, Cass County, North Dakota (the “Lot”); and

WHEREAS, the City previously approved the plat of Eagle Run Plaza Sixth Addition and entered into a Master Development Agreement, dated as of _____, with the Developer for the development of the Lot, contingent upon the successful execution of this Certificate;

WHEREAS, the Developer and the City desire to set out in writing certain conditions to which the Developer must abide prior to the development of the Lot.

NOW THEREFORE, it is agreed by the Parties as follows:

XIII. PARTIES

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

8. Sheyenne 32, LLC, is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the

Lot. The individuals signing this Certificate are expressly authorized to execute this Certificate on behalf of the Developer.

XIV. JURISDICTION

16. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it must receive approval from the City for any proposed platting, zoning, flood plain permits, building permits, and any other permit required by the City.

17. The Developer agrees and acknowledges that it must comply with all Federal, State, and County statutes, rules, and regulations regarding the development of the Lot.

18. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules, and regulations including storm water management regulations.

19. This Certificate only covers the Lot in the Eagle Run Plaza Sixth Addition. In the event the Developer constructs future phases of development, it must have a signed PUD certificate with the City prior to commencing construction of future phases.

20. The City approved the final plat of Eagle Run Plaza Sixth Addition on _____. In accordance with the requirements of this Certificate, the Developer has submitted the Detailed Development Plans for a Planned Unit Development which includes Site Plan for the Lot as well as Elevation Plans, and Floor Plans for a building on the Lot which were considered and approved by the City Commission on _____. Required parking and landscaping will be determined at the time of permitting and shall meet the City’s Parking Regulations and Landscape Standards for the Property and boulevards. The Developer agrees that landscaping will be installed and continually maintained by the development (the Developer/subsequent owners).

XV. CONDITIONS OF APPROVAL

10. Encroachments into side yard and public space will be considered acceptable under the terms of the PUD; however, it may require further review and approval by the City Commission if deemed necessary in its discretion.

11. Development on the Lot will be subject, but not limited, to Section 4-431 CO: Corridor Overlay District with the exception noted in condition #1; Section 4-440 Supplementary District Regulations with the exception that yard requirements of the CO: Corridor Overlay are considered to be met by side yard setback on all sides of buildings within the development of 10' with basis of the development meeting the intent criteria found in the Statement of Intent of the PUD: Planned Unit Development found in Section 4-432; Section 4-450 Off-Street Parking and Loading Requirements; and Section 4-460 Sign Regulations.

12. Adequate parking is provided for Building 4 uses prior to issuance of final building permit.

XVI. GENERAL MATTERS

34. This Certificate is to run with the land and shall be binding upon the Developer, its successors and assigns; and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Developer, its successors and assigns, to conform to and observe the terms and conditions of this Certificate.

35. Upon the occurrence of any non-performance of the Developer's obligations under this Certificate, which has not been cured within thirty (30) calendar days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Certificate; (b) suspend the City's performance under this Certificate until it receives assurances from the Developer satisfactory to the City that the Developer will cure such event of default and perform its obligations under this Certificate; (c) take any other action deemed necessary or

desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Lot.

36. This Certificate terminates upon the Developer fulfilling all terms of the Certificate as deemed by the City and the City's issuance of a written "Completion Certificate" for the Lot.

37. This Certificate, along with the Master Development Agreement and any other agreements executed as a result thereof, 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.

38. 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 one 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 above, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Certificate.

39. 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.

40. Each provision, section, sentence, clause, phrase, and word of this Certificate is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

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

41. This Certificate shall be binding upon or inure to the benefits of the Parties hereto and their respective personal representatives, successors, and assigns.

42. This Certificate shall be recorded.

43. This Certificate 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 Certificate shall be brought in an appropriate venue in the State of North Dakota.

44. This Certificate may be executed in counterparts with both the City and the Developer having a fully-executed counterpart.

Dated this ____ day of _____, 2018.

CITY OF WEST FARGO

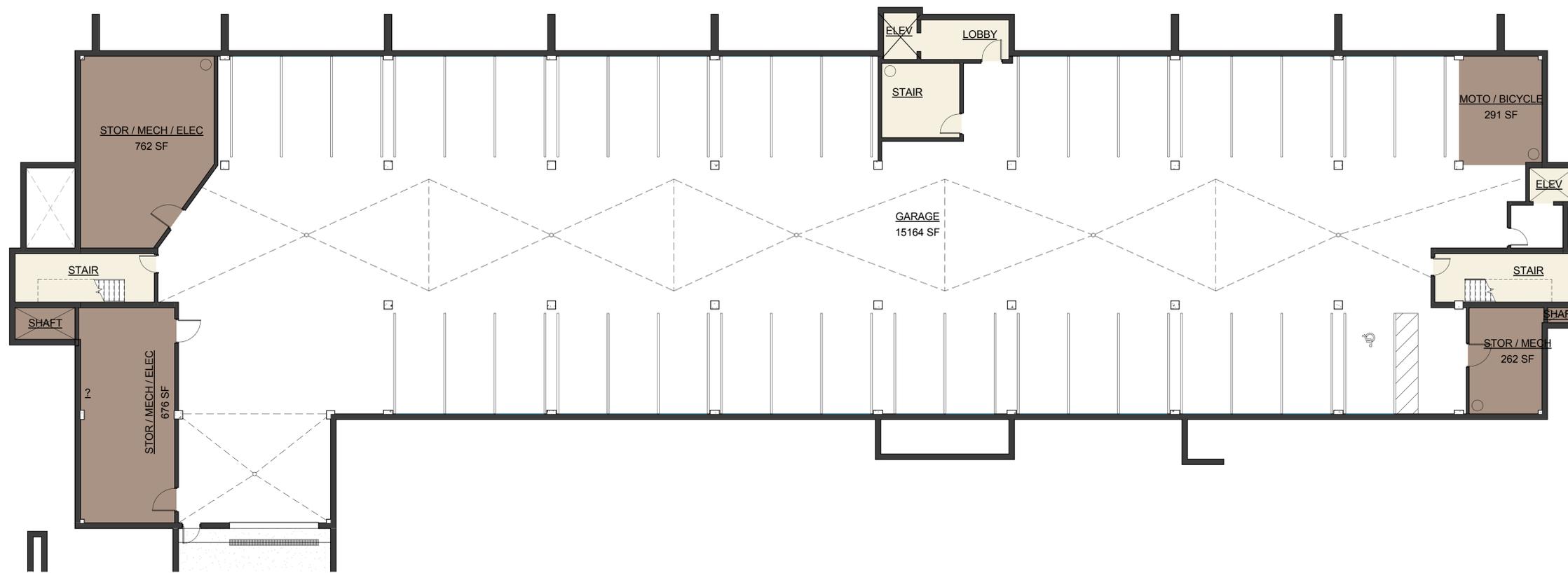
SHEYENNE 32, LLC

By: _____
Its: Mayor

By: _____
Its: President

By: _____
Its: Auditor

By: _____
Its: Secretary



- Building Support
- Circulation
- Garage
- Calculating...

Rentable Area Schedule Level 00				
Count	Name	Area Type	Area	Comments
Level 00				
1	MOTO / BICYCLE	Building Support	291 SF	
1	SHAFT	Building Support	18 SF	
1	SHAFT	Building Support	69 SF	
1	STOR / MECH	Building Support	262 SF	
1	STOR / MECH / ELEC	Building Support	676 SF	
1	STOR / MECH / ELEC	Building Support	762 SF	
1	ELEV	Circulation	56 SF	
1	ELEV	Circulation	60 SF	
1	LOBBY	Circulation	118 SF	
1	STAIR	Circulation	203 SF	
1	STAIR	Circulation	239 SF	
1	STAIR	Circulation	250 SF	
1	GARAGE	Garage	15164 SF	
			18167 SF	

1 Underground Parking Plan

SD100 3/32" = 1'-0"

WEST FARGO SHEYENNE 32 - BUILDING 2

UNDERGROUND FLOOR PLAN

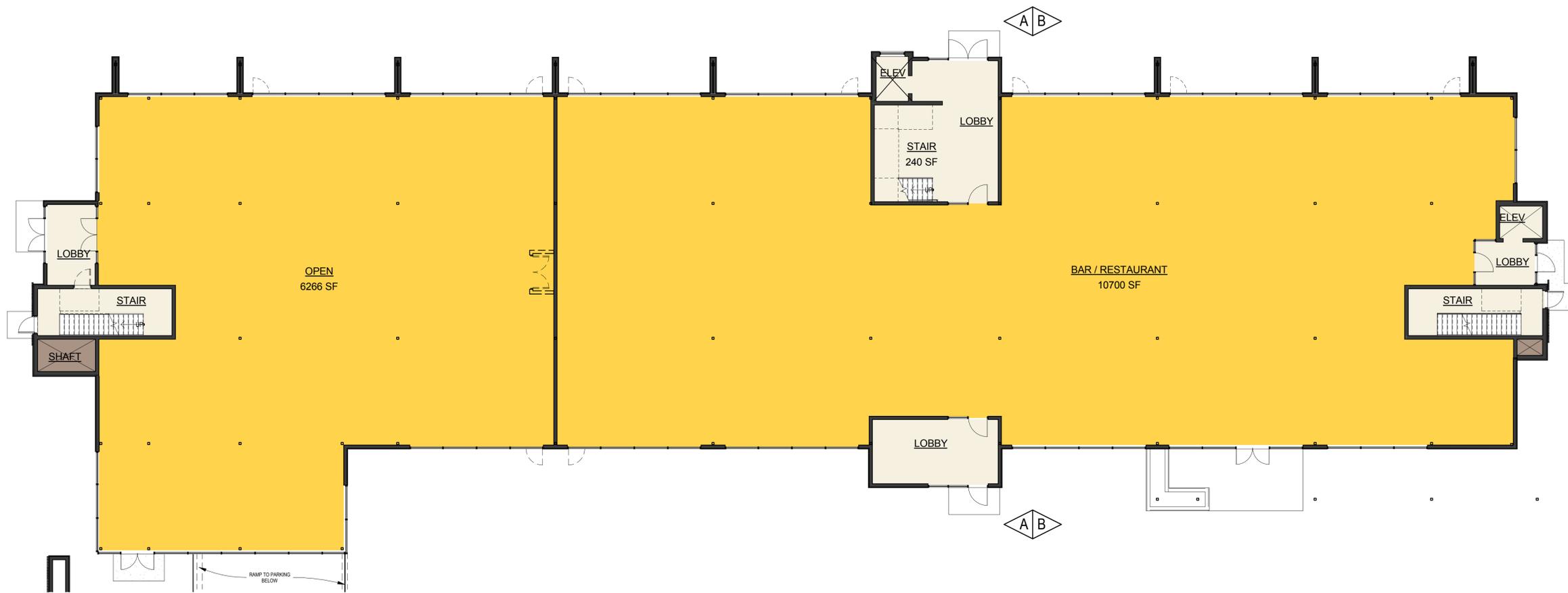
08/24/2017

17-049

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- Building Support
- Circulation
- Retail
- Calculating...

Area Schedule (Gross Building)

Level	Area
Level 00	19229 SF
Level 01	19234 SF
Level 02	19163 SF
Level 03	17456 SF
Level 04	17456 SF
Level 05	17456 SF
	109994 SF

Rentable Area Schedule Level 01

Count	Name	Area Type	Area	Comments
Level 01				
1	SHAFT	Building Support	20 SF	
1	SHAFT	Building Support	70 SF	
1	ELEV	Circulation	59 SF	
1	ELEV	Circulation	61 SF	
1	LOBBY	Circulation	97 SF	
1	LOBBY	Circulation	140 SF	
1	LOBBY	Circulation	287 SF	
1	LOBBY	Circulation	321 SF	
1	STAIR	Circulation	239 SF	
2	STAIR	Circulation	480 SF	
1	BAR / RESTAURANT	Retail	10700 SF	
1	OPEN	Retail	6266 SF	
			18740 SF	

1 First Floor Plan
SD101 3/32" = 1'-0"

WEST FARGO SHEYENNE 32 - BUILDING 2

FIRST FLOOR PLAN

08/31/2017
17-049
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SD101



- Building Support
- Circulation
- Retail
- Calculating...

Rentable Area Schedule Level 02				
Count	Name	Area Type	Area	Comments
Level 02				
1	ELEV	Building Support	16 SF	
1	SHAFT	Building Support	55 SF	
1	SHAFT	Building Support	66 SF	
1	COMMON SPACE	Circulation	2513 SF	
1	CORRIDOR	Circulation	328 SF	
1	ELEV	Circulation	57 SF	
1	ELEV	Circulation	59 SF	
1	STAIR	Circulation	232 SF	
1	STAIR	Circulation	240 SF	
1	STAIR	Circulation	247 SF	
1	VESTIBULE	Circulation	118 SF	
1	MASSAGE	Retail	501 SF	
1	OPEN	Retail	1122 SF	
1	OPEN	Retail	2080 SF	
1	OPEN	Retail	2181 SF	
1	REHAB 4 LIFE	Retail	3999 SF	
1	SALON	Retail	3002 SF	
1	SHAKE	Retail	500 SF	
1	TRAINING ROOM	Retail	822 SF	
			18139 SF	

1 Second Floor Plan
SD102.1 3/32" = 1'-0"

WEST FARGO SHEYENNE 32 - BUILDING 2

SECOND FLOOR PLAN OPTION 2

09/08/17
17-049

ICON
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SD102.1

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Area Schedule (Rentable) Residential					
Level	Number	Subcategory	Name	Category	Area
Residential					
Level 03	42		1 STORY/1 BED	Residential	690 SF
Level 03	43		1 STORY/1 BED	Residential	678 SF
Level 03	44		1 STORY/1 BED	Residential	678 SF
Level 03	45		1 STORY/1 BED	Residential	678 SF
Level 03	47		1 STORY/1 BED	Residential	678 SF
Level 03	48		1 STORY/1 BED	Residential	678 SF
Level 03	49		1 STORY/2 BED	Residential	1045 SF
Level 03	50		1 STORY/2 BED	Residential	1048 SF
Level 03	51		1 STORY/2 BED	Residential	923 SF
Level 03	52		1 STORY/2 BED	Residential	1016 SF
Level 03	88		1 STORY/1 BED	Residential	687 SF
Level 03	515	515a	2 STORY/2 BED	Residential	679 SF
Level 03	516	516a	2 STORY/2 BED	Residential	677 SF
Level 03	517	517a	2 STORY/2 BED	Residential	678 SF
Level 03	518	518a	2 STORY/2 BED	Residential	678 SF
Level 03	519	519a	2 STORY/2 BED	Residential	677 SF
Level 03	520	520a	2 STORY/1 BED	Residential	689 SF
Level 03	521	521a	2 STORY/2 BED	Residential	647 SF
Level 03	522	522b	2 STORY/1 BED	Residential	540 SF
					14066 SF

Level 04	8		1 STORY/1 BED	Residential	845 SF
Level 04	31		1 STORY/2 BED	Residential	989 SF
Level 04	32		1 STORY/2 BED	Residential	926 SF
Level 04	33		1 STORY/2 BED	Residential	1040 SF
Level 04	34		1 STORY/2 BED	Residential	1039 SF
Level 04	35		1 STORY/1 BED	Residential	674 SF
Level 04	36		1 STORY/1 BED	Residential	675 SF
Level 04	37		1 STORY/1 BED	Residential	672 SF
Level 04	38		1 STORY/1 BED	Residential	679 SF
Level 04	39		1 STORY/1 BED	Residential	674 SF
Level 04	40		1 STORY/1 BED	Residential	674 SF
Level 04	515	515b	2 STORY/2 BED	Residential	748 SF
Level 04	516	516b	2 STORY/2 BED	Residential	748 SF
Level 04	517	517b	2 STORY/2 BED	Residential	747 SF
Level 04	518	518b	2 STORY/2 BED	Residential	746 SF
Level 04	519	519b	2 STORY/2 BED	Residential	744 SF
Level 04	520	520b	2 STORY/1 BED	Residential	747 SF
Level 04	522	522a	2 STORY/1 BED	Residential	544 SF
					13909 SF

Area Schedule (Rentable) Residential					
Level	Number	Subcategory	Name	Category	Area
Level 05	620		1 STORY/1 BED	Residential	685 SF
Level 05	619		1 STORY/1 BED	Residential	674 SF
Level 05	615		1 STORY/1 BED	Residential	674 SF
Level 05	616		1 STORY/1 BED	Residential	672 SF
Level 05	617		1 STORY/1 BED	Residential	675 SF
Level 05	621		1 STORY/1 BED	Residential	632 SF
Level 05	618		1 STORY/1 BED	Residential	674 SF
Level 05	3		1 STORY/1 BED	Residential	539 SF
Level 05	58		1 STORY/2 BED	Residential	980 SF
Level 05	59		1 STORY/2 BED	Residential	914 SF
Level 05	60		1 STORY/2 BED	Residential	1040 SF
Level 05	61		1 STORY/2 BED	Residential	1039 SF
Level 05	62		1 STORY/1 BED	Residential	674 SF
Level 05	63		1 STORY/1 BED	Residential	674 SF
Level 05	64		1 STORY/1 BED	Residential	674 SF
Level 05	65		1 STORY/1 BED	Residential	674 SF
Level 05	66		1 STORY/1 BED	Residential	674 SF
Level 05	67		1 STORY/1 BED	Residential	674 SF
Level 05	90		1 STORY/1 BED	Residential	675 SF
					13914 SF
					41888 SF



- Building Support
- Circulation
- Residential
- Calculating...

1 Third Floor Plan
SD103 3/32" = 1'-0"

WEST FARGO SHEYENNE 32 - BUILDING 2

THIRD FLOOR PLAN

08/24/2017
17-049

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SD103

Area Schedule (Rentable) Residential					
Level	Number	Subcategory	Name	Category	Area
Residential					
Level 03	42		1 STORY/ 1 BED	Residential	690 SF
Level 03	43		1 STORY/ 1 BED	Residential	678 SF
Level 03	44		1 STORY/ 1 BED	Residential	678 SF
Level 03	45		1 STORY/ 1 BED	Residential	678 SF
Level 03	47		1 STORY/ 1 BED	Residential	678 SF
Level 03	48		1 STORY/ 1 BED	Residential	678 SF
Level 03	49		1 STORY/ 2 BED	Residential	1043 SF
Level 03	50		1 STORY/ 2 BED	Residential	1040 SF
Level 03	51		1 STORY/ 2 BED	Residential	923 SF
Level 03	52		1 STORY/ 2 BED	Residential	1016 SF
Level 03	88		1 STORY/ 1 BED	Residential	687 SF
Level 03	515	515a	2 STORY/2 BED	Residential	679 SF
Level 03	516	516a	2 STORY/2 BED	Residential	677 SF
Level 03	517	517a	2 STORY/2 BED	Residential	678 SF
Level 03	518	518a	2 STORY/2 BED	Residential	678 SF
Level 03	519	519a	2 STORY/2 BED	Residential	677 SF
Level 03	520	520a	2 STORY/1 BED	Residential	689 SF
Level 03	521	521a	2 STORY/2 BED	Residential	647 SF
Level 03	522	522b	2 STORY/1 BED	Residential	540 SF
					14066 SF

Area Schedule (Rentable) Residential					
Level	Number	Subcategory	Name	Category	Area
Residential					
Level 05	620		1 STORY/1 BED	Residential	655 SF
Level 05	619		1 STORY/1 BED	Residential	674 SF
Level 05	615		1 STORY/1 BED	Residential	674 SF
Level 05	616		1 STORY/1 BED	Residential	672 SF
Level 05	617		1 STORY/1 BED	Residential	675 SF
Level 05	621		1 STORY/1 BED	Residential	632 SF
Level 05	618		1 STORY/1 BED	Residential	674 SF
Level 05	3		1 STORY/1 BED	Residential	538 SF
Level 05	58		1 STORY/ 2 BED	Residential	980 SF
Level 05	59		1 STORY/ 2 BED	Residential	914 SF
Level 05	60		1 STORY/ 2 BED	Residential	1040 SF
Level 05	61		1 STORY/ 2 BED	Residential	1039 SF
Level 05	62		1 STORY/ 1 BED	Residential	674 SF
Level 05	63		1 STORY/ 1 BED	Residential	674 SF
Level 05	64		1 STORY/ 1 BED	Residential	674 SF
Level 05	65		1 STORY/ 1 BED	Residential	674 SF
Level 05	66		1 STORY/ 1 BED	Residential	674 SF
Level 05	67		1 STORY/ 1 BED	Residential	674 SF
Level 05	90		1 STORY/ 1 BED	Residential	13914 SF
					41886 SF

Level 04	9		1 STORY/1 BED	Residential	845 SF
Level 04	31		1 STORY/ 2 BED	Residential	989 SF
Level 04	32		1 STORY/ 2 BED	Residential	926 SF
Level 04	33		1 STORY/ 2 BED	Residential	1040 SF
Level 04	34		1 STORY/ 2 BED	Residential	1039 SF
Level 04	35		1 STORY/ 1 BED	Residential	674 SF
Level 04	36		1 STORY/ 1 BED	Residential	675 SF
Level 04	37		1 STORY/ 1 BED	Residential	672 SF
Level 04	38		1 STORY/ 1 BED	Residential	679 SF
Level 04	39		1 STORY/ 1 BED	Residential	674 SF
Level 04	40		1 STORY/ 1 BED	Residential	674 SF
Level 04	515	515b	2 STORY/2 BED	Residential	748 SF
Level 04	516	516b	2 STORY/2 BED	Residential	746 SF
Level 04	517	517b	2 STORY/2 BED	Residential	747 SF
Level 04	518	518b	2 STORY/2 BED	Residential	746 SF
Level 04	519	519b	2 STORY/2 BED	Residential	744 SF
Level 04	520	520b	2 STORY/1 BED	Residential	747 SF
Level 04	522	522a	2 STORY/1 BED	Residential	544 SF
					13909 SF



- Building Support
- Circulation
- Residential
- Calculating...

1 Fourth Floor Plan

SD104 3/32" = 1'-0"

WEST FARGO SHEYENNE 32 - BUILDING 2

FOURTH FLOOR PLAN

08/24/2017
17-049

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SD104

Area Schedule (Rentable) Residential					
Level	Number	Subcategory	Name	Category	Area
Residential					
Level 03	42		1 STORY/1 BED	Residential	690 SF
Level 03	43		1 STORY/1 BED	Residential	678 SF
Level 03	44		1 STORY/1 BED	Residential	678 SF
Level 03	45		1 STORY/1 BED	Residential	678 SF
Level 03	47		1 STORY/1 BED	Residential	678 SF
Level 03	48		1 STORY/1 BED	Residential	678 SF
Level 03	49		1 STORY/2 BED	Residential	1045 SF
Level 03	50		1 STORY/2 BED	Residential	1048 SF
Level 03	51		1 STORY/2 BED	Residential	923 SF
Level 03	52		1 STORY/2 BED	Residential	1016 SF
Level 03	88		1 STORY/1 BED	Residential	687 SF
Level 03	515	515a	2 STORY/2 BED	Residential	679 SF
Level 03	516	516a	2 STORY/2 BED	Residential	677 SF
Level 03	517	517a	2 STORY/2 BED	Residential	678 SF
Level 03	518	518a	2 STORY/2 BED	Residential	678 SF
Level 03	519	519a	2 STORY/2 BED	Residential	677 SF
Level 03	520	520a	2 STORY/1 BED	Residential	689 SF
Level 03	521	521a	2 STORY/2 BED	Residential	647 SF
Level 03	522	522b	2 STORY/1 BED	Residential	540 SF
					14066 SF

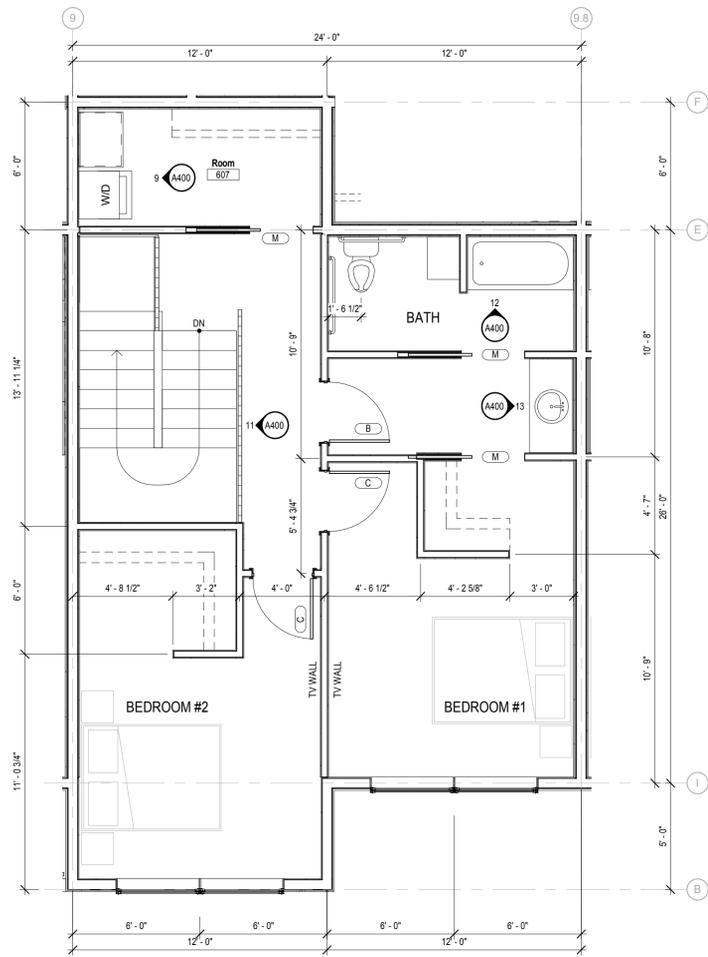
Area Schedule (Rentable) Residential					
Level	Number	Subcategory	Name	Category	Area
Level 05	620		1 STORY/1 BED	Residential	685 SF
Level 05	619		1 STORY/1 BED	Residential	674 SF
Level 05	615		1 STORY/1 BED	Residential	674 SF
Level 05	616		1 STORY/1 BED	Residential	672 SF
Level 05	617		1 STORY/1 BED	Residential	675 SF
Level 05	621		1 STORY/1 BED	Residential	632 SF
Level 05	618		1 STORY/1 BED	Residential	674 SF
Level 05	3		1 STORY/1 BED	Residential	538 SF
Level 05	58		1 STORY/2 BED	Residential	980 SF
Level 05	59		1 STORY/2 BED	Residential	914 SF
Level 05	60		1 STORY/2 BED	Residential	1040 SF
Level 05	61		1 STORY/2 BED	Residential	1039 SF
Level 05	62		1 STORY/1 BED	Residential	674 SF
Level 05	63		1 STORY/1 BED	Residential	674 SF
Level 05	64		1 STORY/1 BED	Residential	674 SF
Level 05	65		1 STORY/1 BED	Residential	674 SF
Level 05	66		1 STORY/1 BED	Residential	674 SF
Level 05	67		1 STORY/1 BED	Residential	674 SF
Level 05	90		1 STORY/1 BED	Residential	675 SF
					13914 SF
					41888 SF

Level 04	8		1 STORY/1 BED	Residential	845 SF
Level 04	31		1 STORY/2 BED	Residential	989 SF
Level 04	32		1 STORY/2 BED	Residential	926 SF
Level 04	33		1 STORY/2 BED	Residential	1040 SF
Level 04	34		1 STORY/2 BED	Residential	1039 SF
Level 04	35		1 STORY/1 BED	Residential	674 SF
Level 04	36		1 STORY/1 BED	Residential	675 SF
Level 04	37		1 STORY/1 BED	Residential	672 SF
Level 04	38		1 STORY/1 BED	Residential	679 SF
Level 04	39		1 STORY/1 BED	Residential	674 SF
Level 04	40		1 STORY/1 BED	Residential	674 SF
Level 04	515	515b	2 STORY/2 BED	Residential	748 SF
Level 04	516	516b	2 STORY/2 BED	Residential	748 SF
Level 04	517	517b	2 STORY/2 BED	Residential	747 SF
Level 04	518	518b	2 STORY/2 BED	Residential	746 SF
Level 04	519	519b	2 STORY/2 BED	Residential	744 SF
Level 04	520	520b	2 STORY/1 BED	Residential	747 SF
Level 04	522	522a	2 STORY/1 BED	Residential	544 SF
					13909 SF

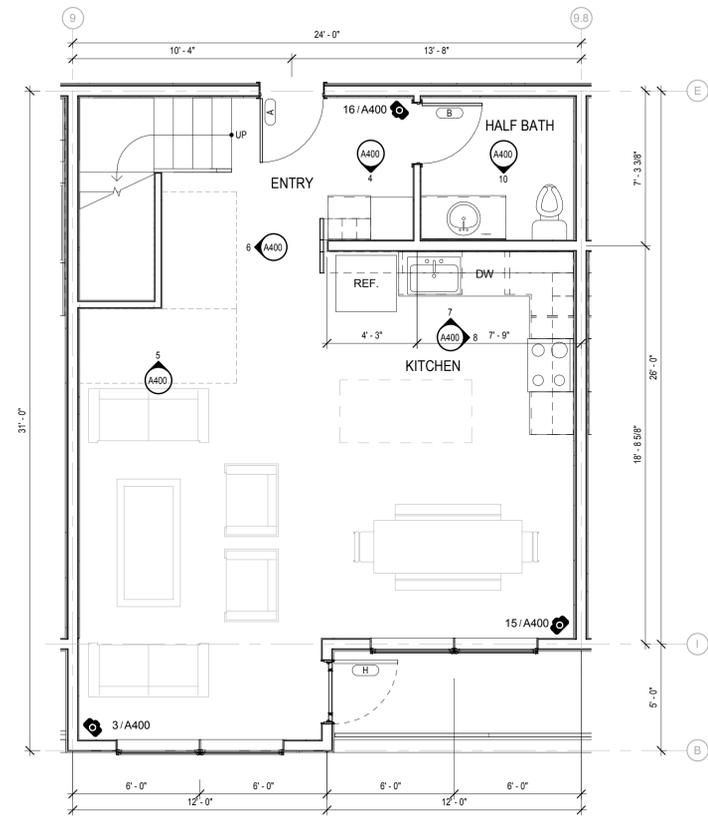


- Building Support
- Circulation
- Residential
- Calculating...

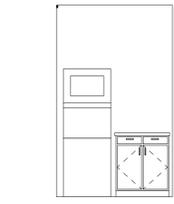
1 Sixth Floor Plan
SD106 3/32" = 1'-0"



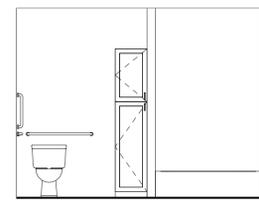
2 UNIT A - 2 Story/2 Bed (Fourth Floor)
A400 1/4" = 1'-0"



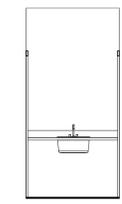
1 UNIT A - 2 Story/2 Bed (Third Floor)
A400 1/4" = 1'-0"



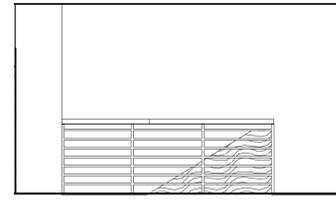
9 LAUNDRY
A400 1/4" = 1'-0"



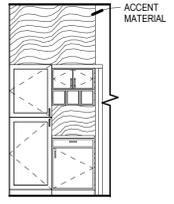
12 BATH
A400 1/4" = 1'-0"



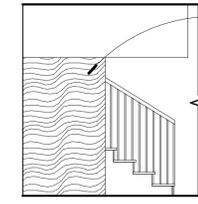
13 BATH
A400 1/4" = 1'-0"



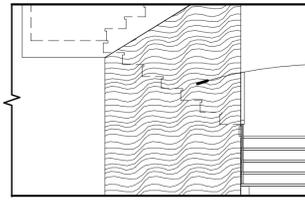
11 STAIR
A400 1/4" = 1'-0"



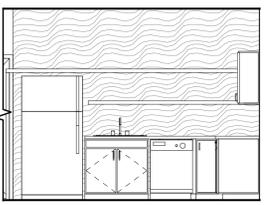
4 Entry
A400 1/4" = 1'-0"



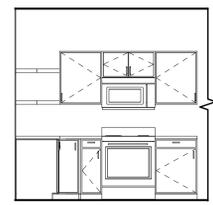
5 Stair
A400 1/4" = 1'-0"



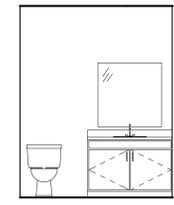
6 Stair
A400 1/4" = 1'-0"



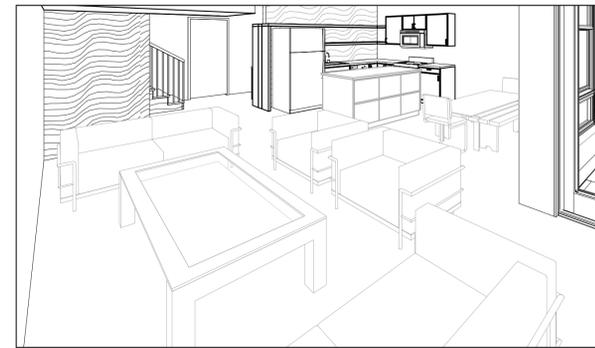
7 Kitchen
A400 1/4" = 1'-0"



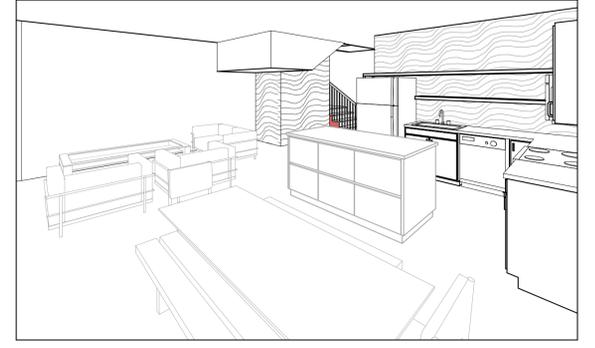
8 Kitchen
A400 1/4" = 1'-0"



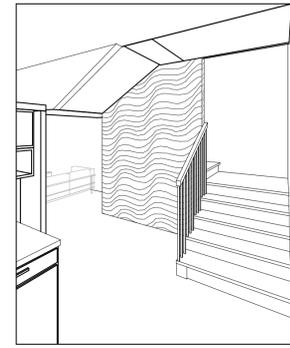
10 Half Bath
A400 1/4" = 1'-0"



3 Perspective
A400



15 Perspective
A400



16 Perspective
A400

GENERAL NOTES - UNIT PLANS:
 1. COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
 2. COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:
 (1) NOT USED.
 (2) NOT USED.
 (3) NOT USED.
 (4) NOT USED.
 (5) NOT USED.
 (6) NOT USED.
 (7) NOT USED.
 (8) NOT USED.
 (9) NOT USED.

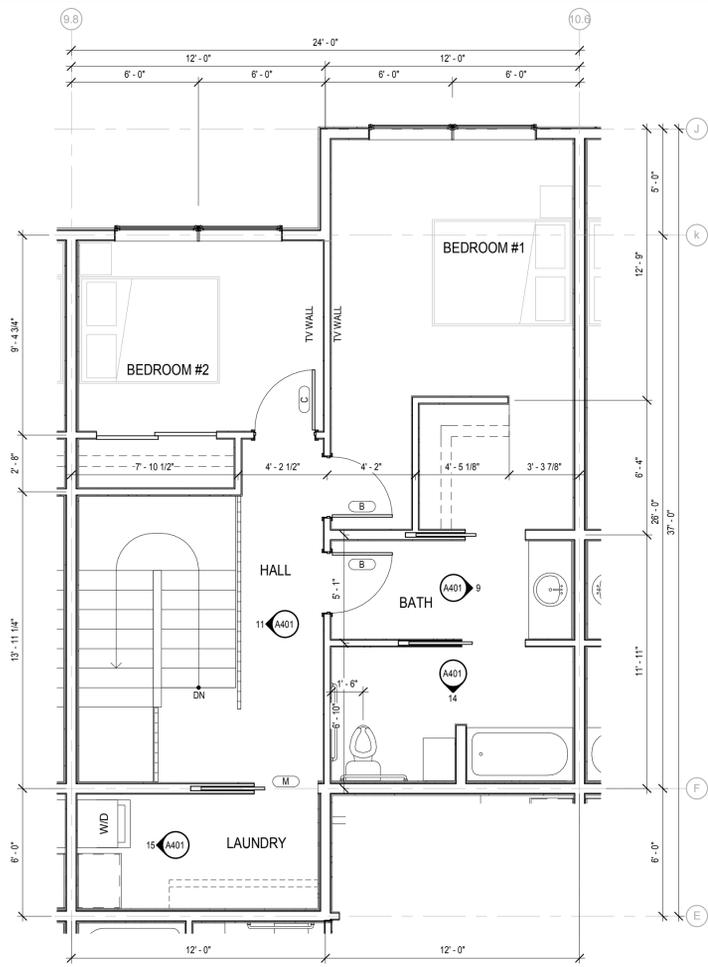
Drawing History

No.	Description	Date
	Schematic Design	06/29/17
	50% Design Development	07/27/17

DRAWN BY: DMLP JN: 17-049

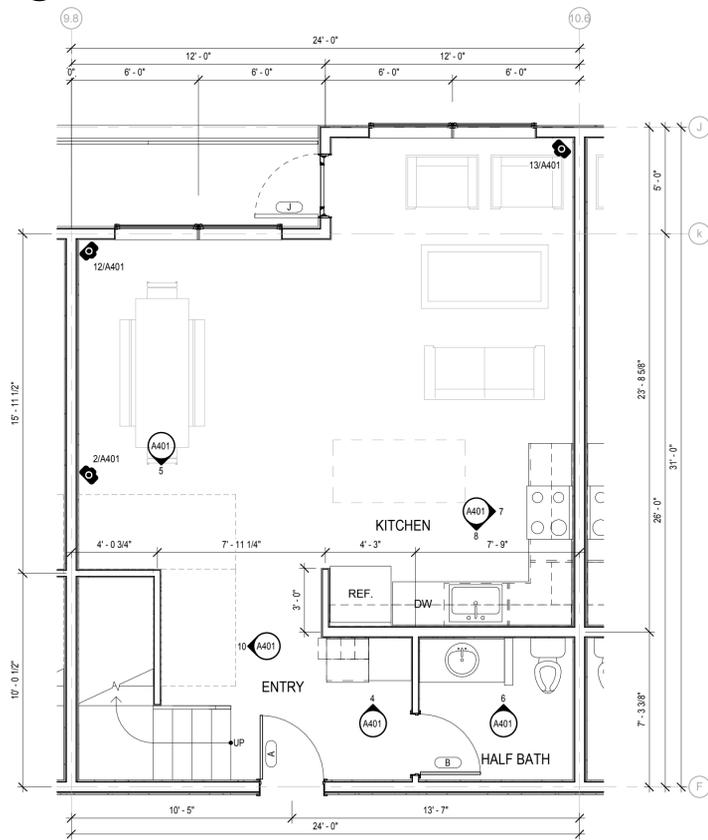
NOT FOR CONSTRUCTION

12/6/2017 1:44:25 PM C:\Users\ICON\OneDrive\Documents\17-049 West Fargo Sheyenne 32 - Building 2_CON-02.rvt



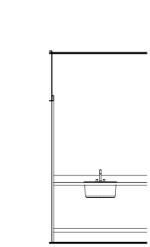
2 UNIT B - 2 Story/2 Bed (Fourth Floor)

A401 1/4" = 1'-0"



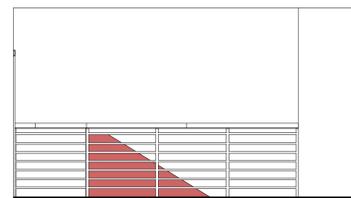
1 UNIT B - 2 Story/2 Bed (Third Floor)

A401 1/4" = 1'-0"



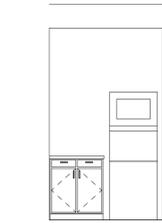
9 Hall Vanity

A401 1/4" = 1'-0"



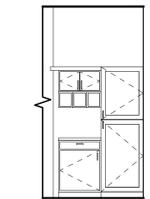
11 STAIR

A401 1/4" = 1'-0"



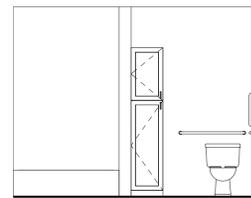
15 LAUNDRY

A401 1/4" = 1'-0"



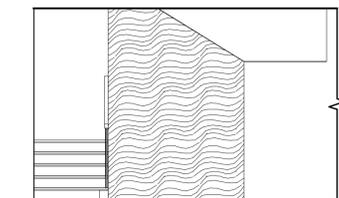
4 Entry

A401 1/4" = 1'-0"



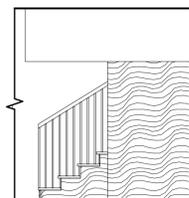
14 BATH

A401 1/4" = 1'-0"



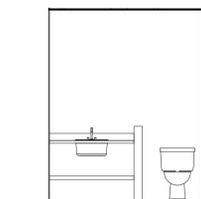
10 Stair

A401 1/4" = 1'-0"



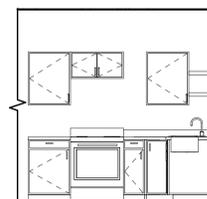
5 Stair

A401 1/4" = 1'-0"



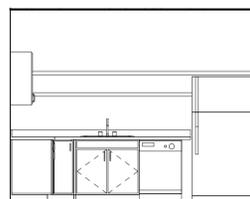
6 Half Bath

A401 1/4" = 1'-0"



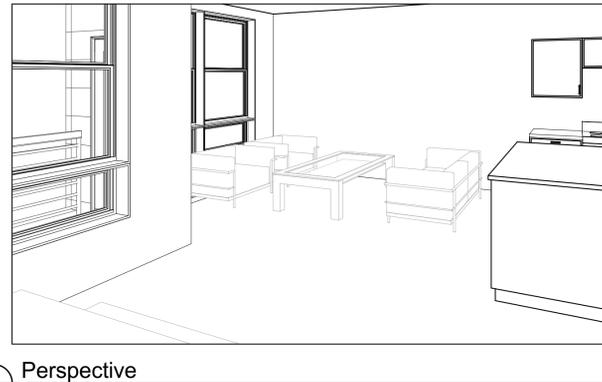
7 Kitchen

A401 1/4" = 1'-0"



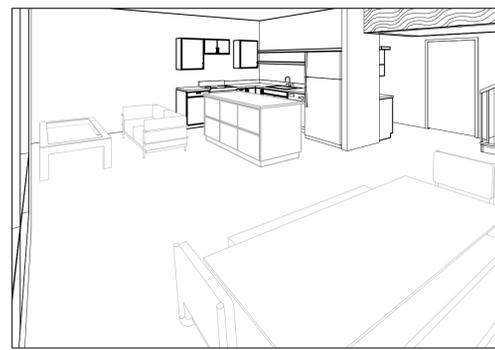
8 Kitchen

A401 1/4" = 1'-0"



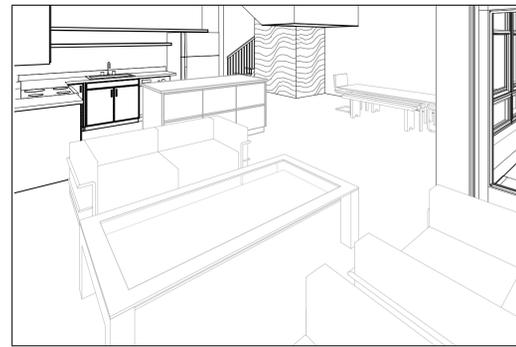
3 Perspective

A401



12 Perspective

A401



13 Perspective

A401

GENERAL NOTES - UNIT PLANS:

- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:

- NOT USED.

Drawing History

No.	Description	Date
1	Schematic Design	06/29/17
2	50% Design Development	07/27/17

DRAWN BY: DMLP JN: 17-049

NOT FOR CONSTRUCTION

Enlarged Unit Plan - Unit B

SHEET
A401

Drawing History

No.	Description	Date

DRAWN BY: DMLP JN: 17-049

NOT FOR CONSTRUCTION

Enlarged Unit Plan - Unit C

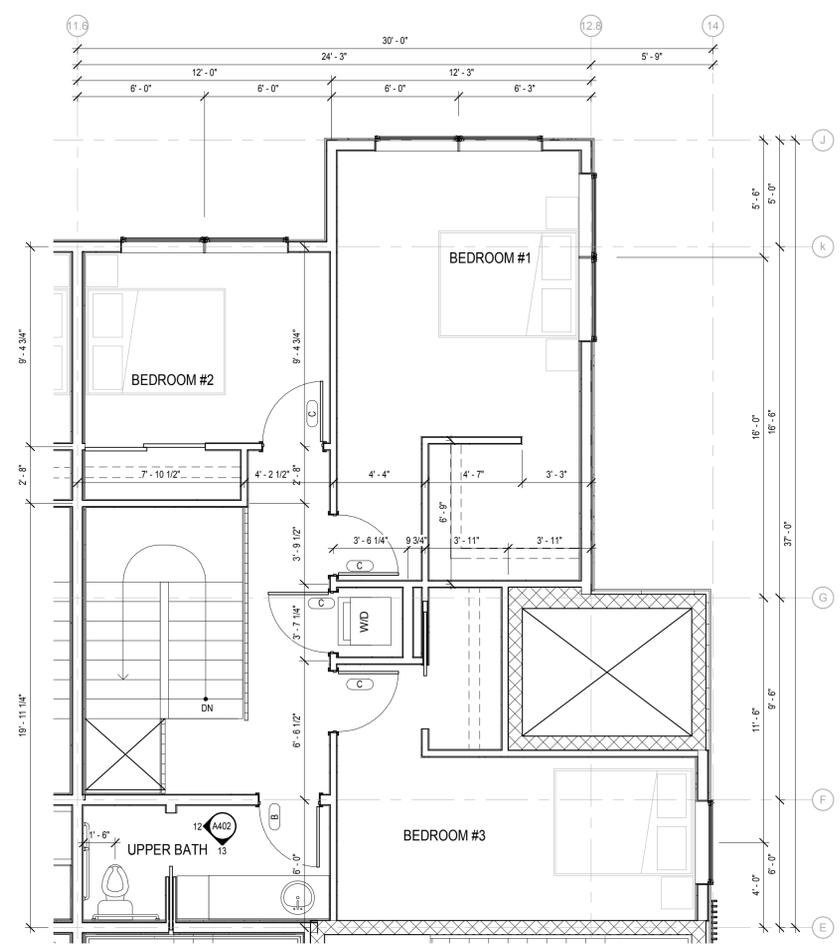
SHEET
A402

GENERAL NOTES - UNIT PLANS:

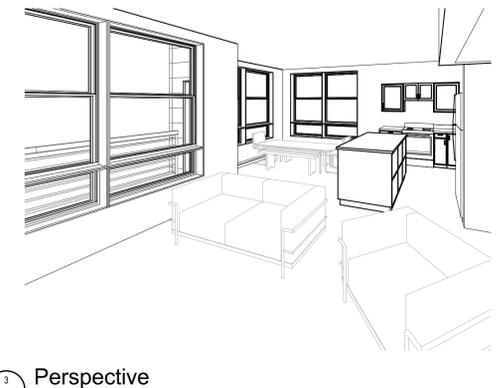
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:

- NOT USED.



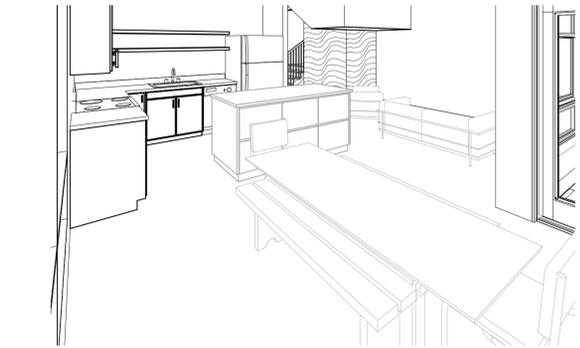
2 UNIT C - 2 Story/2 Bed (Fourth Floor)
 1/4" = 1'-0"



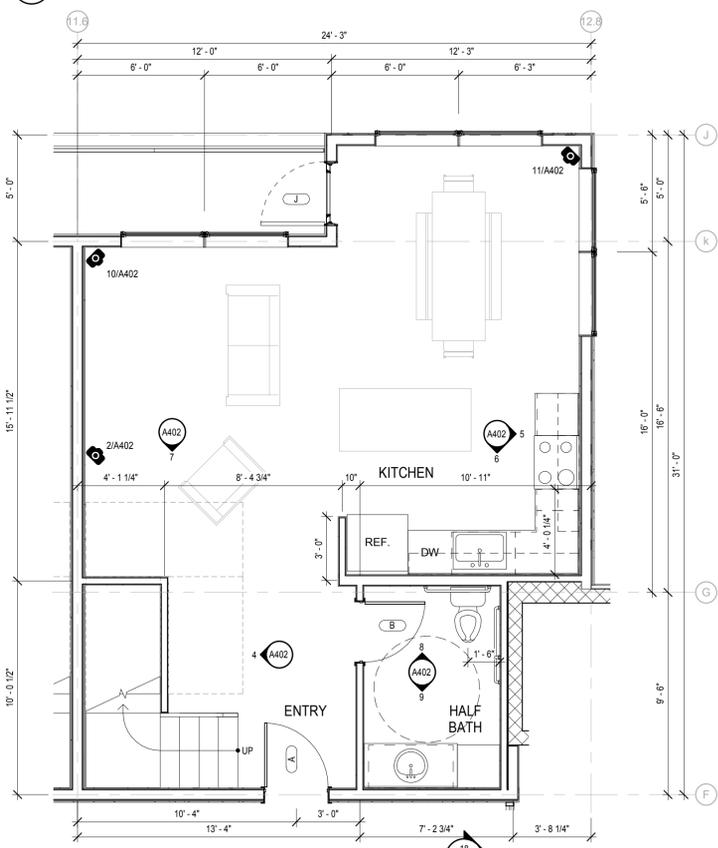
3 Perspective
 A402



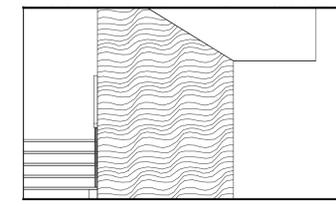
10 Perspective
 A402



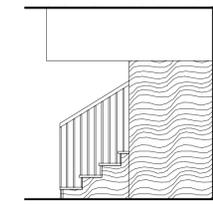
11 Perspective
 A402



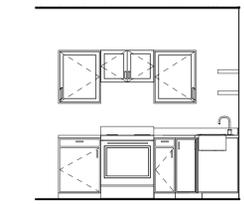
1 UNIT C - 2 Story/2 Bed (Third Floor)
 1/4" = 1'-0"



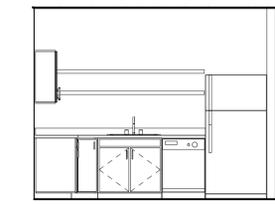
4 Stair
 A402 1/4" = 1'-0"



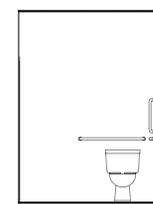
7 Stair
 A402 1/4" = 1'-0"



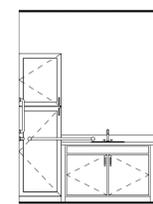
5 Kitchen
 A402 1/4" = 1'-0"



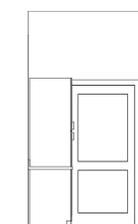
6 Kitchen
 A402 1/4" = 1'-0"



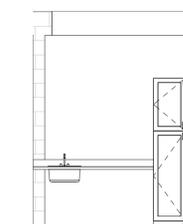
8 Half Bath
 A402 1/4" = 1'-0"



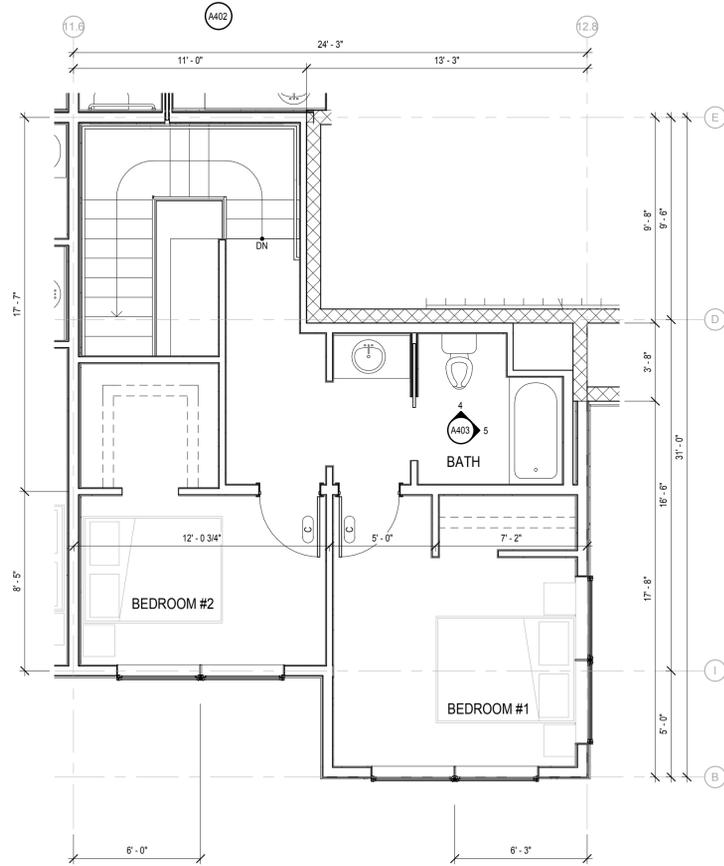
9 Half Bath
 A402 1/4" = 1'-0"



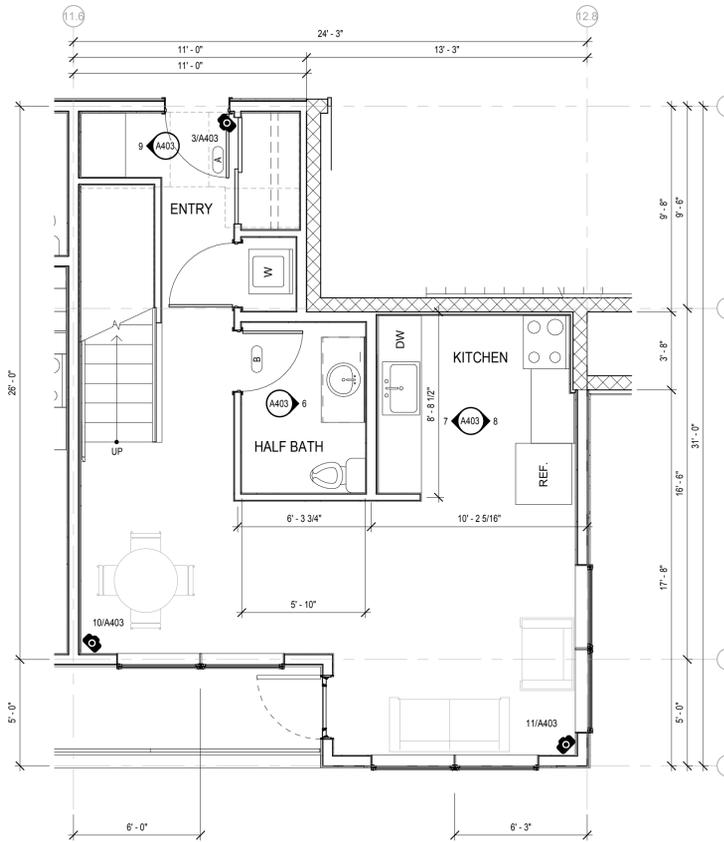
12 BATH
 A402 1/4" = 1'-0"



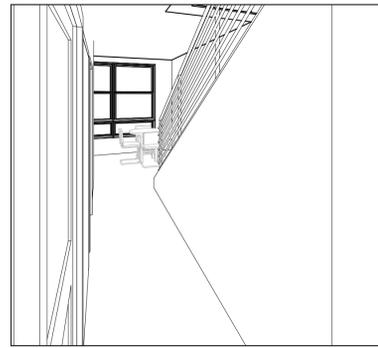
13 BATH
 A402 1/4" = 1'-0"



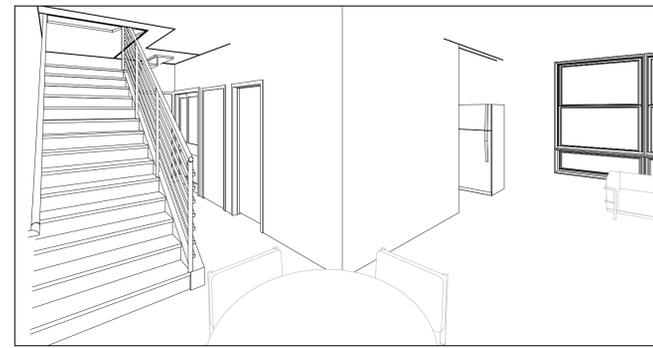
2 UNIT D - 2 Story/1 Bed (Fourth Floor)
A403 1/4" = 1'-0"



1 UNIT D - 2 Story/1 Bed (Third Floor)
A403 1/4" = 1'-0"



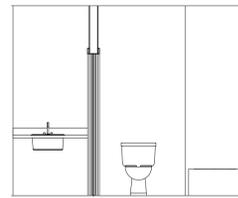
3 Perspective
A403



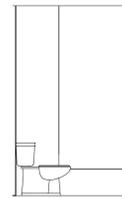
10 Perspective
A403



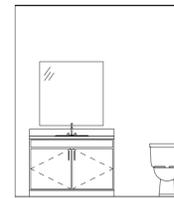
11 Perspective
A403



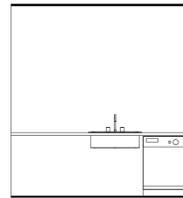
4 BATH
A403 1/4" = 1'-0"



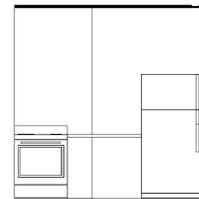
5 BATH
A403 1/4" = 1'-0"



6 HALF BATH
A403 1/4" = 1'-0"



7 KITCHEN
A403 1/4" = 1'-0"



8 KITCHEN
A403 1/4" = 1'-0"



9 DESK
A403 1/4" = 1'-0"

GENERAL NOTES - UNIT PLANS:

- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:

- NOT USED.

Drawing History

No.	Description	Date
	Schematic Design	06/29/17
	50% Design Development	07/27/17

DRAWN BY: DMLP JN: 17-049

NOT FOR
CONSTRUCTION

Enlarged Unit Plan - Unit D

SHEET
A403

Drawing History

No.	Description	Date

DRAWN BY: DMLP JN: 17-049

NOT FOR CONSTRUCTION

Enlarged Unit Plan - Unit T

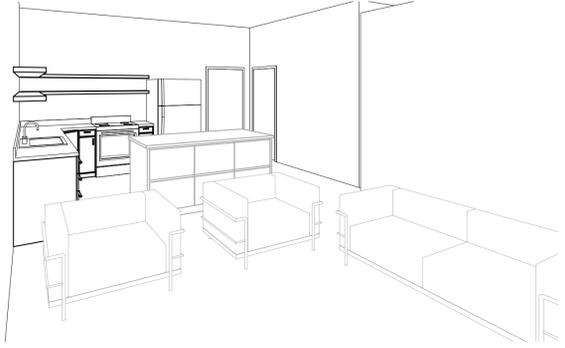
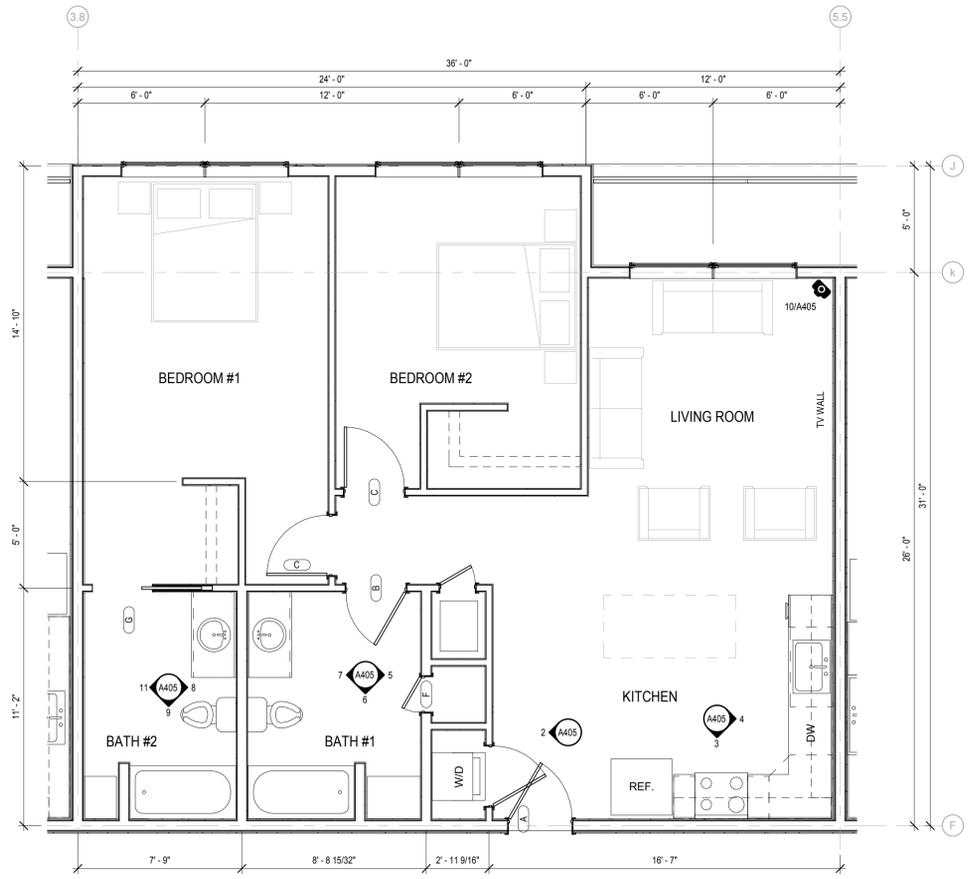
SHEET
A405

GENERAL NOTES - UNIT PLANS:

- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

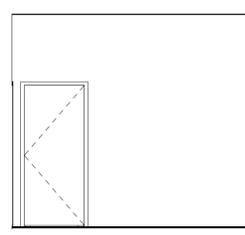
KEYNOTES - UNIT PLANS:

(1) NOT USED.
(2) NOT USED.
(3) NOT USED.
(4) NOT USED.
(5) NOT USED.
(6) NOT USED.
(7) NOT USED.
(8) NOT USED.
(9) NOT USED.

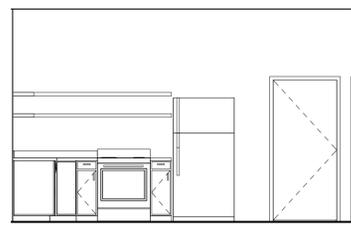


1 UNIT T - 1 Story/ 2 Bed
A405 1/4" = 1'-0"

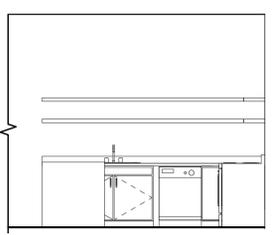
10 Perspective
A405



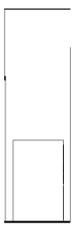
2 Laundry
A405 1/4" = 1'-0"



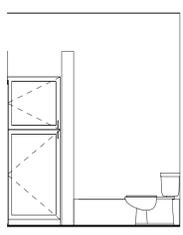
3 Kitchen
A405 1/4" = 1'-0"



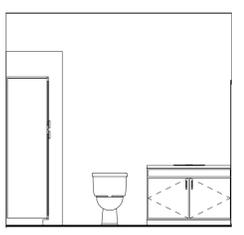
4 Kitchen
A405 1/4" = 1'-0"



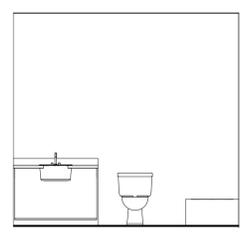
5 Bath
A405 1/4" = 1'-0"



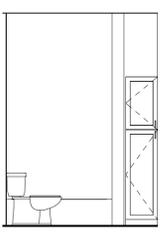
6 Bath
A405 1/4" = 1'-0"



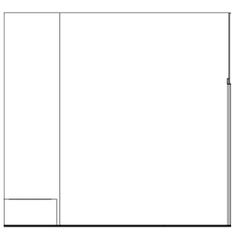
7 Bath
A405 1/4" = 1'-0"



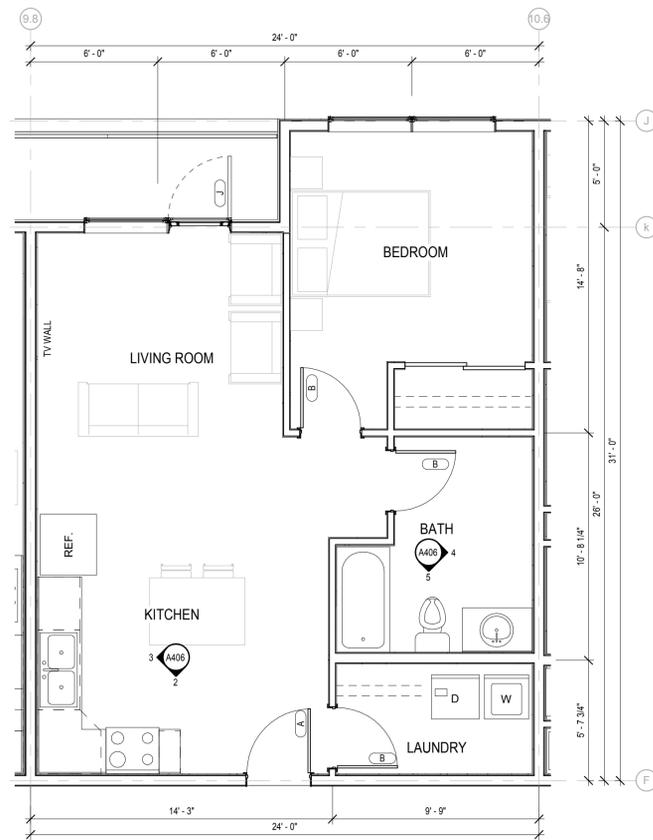
8 Bath
A405 1/4" = 1'-0"



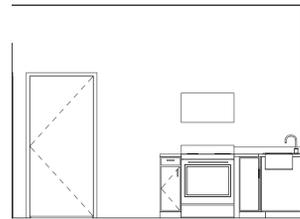
9 Bath
A405 1/4" = 1'-0"



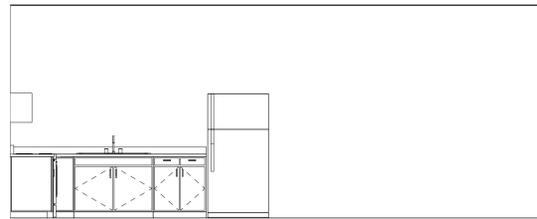
11 Bath
A405 1/4" = 1'-0"



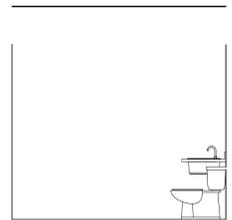
1 UNIT U - 1 Story/1 Bed
A406 1/4" = 1'-0"



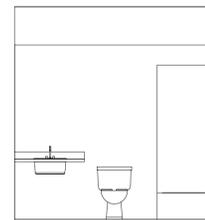
2 KITCHEN
A406 1/4" = 1'-0"



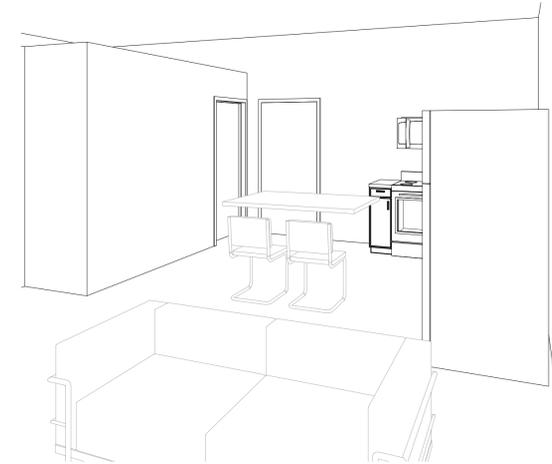
3 KITCHEN
A406 1/4" = 1'-0"



4 BATH
A406 1/4" = 1'-0"



5 BATH
A406 1/4" = 1'-0"



6 Perspective
A406

GENERAL NOTES - UNIT PLANS:

- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:

- NOT USED.

STRUCTURAL

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ELECTRICAL

CIVIL

Moore Engineering
925 10th Avenue East
West Fargo, ND 58078
(701) 282.4692 Office
(701) 282.4530 Fax

West Fargo SHEYENNE 32 - BUILDING 2

Sheyenne & 32nd Ave S
West Fargo

Drawing History

No.	Description	Date

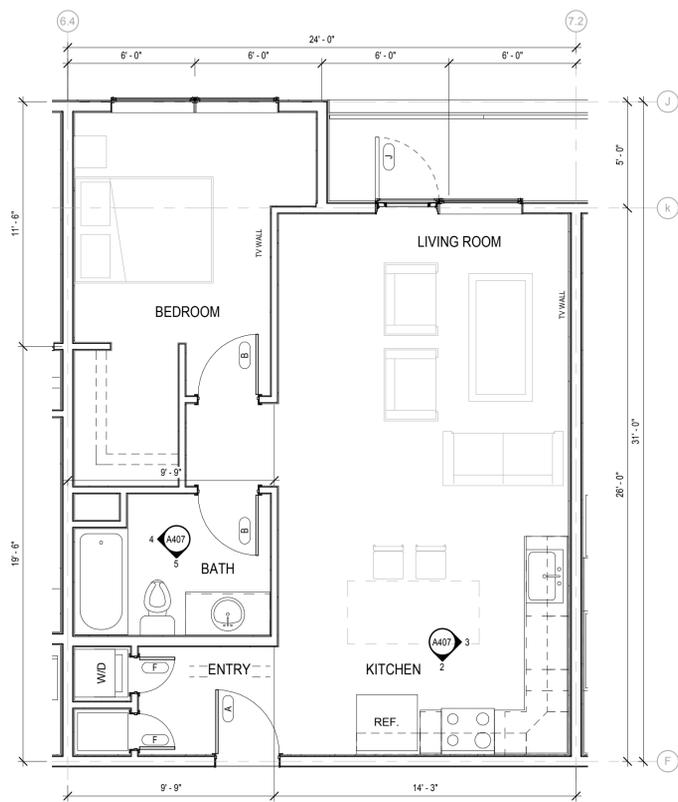
DRAWN BY: DMLP JN: 17-049

NOT FOR
CONSTRUCTION

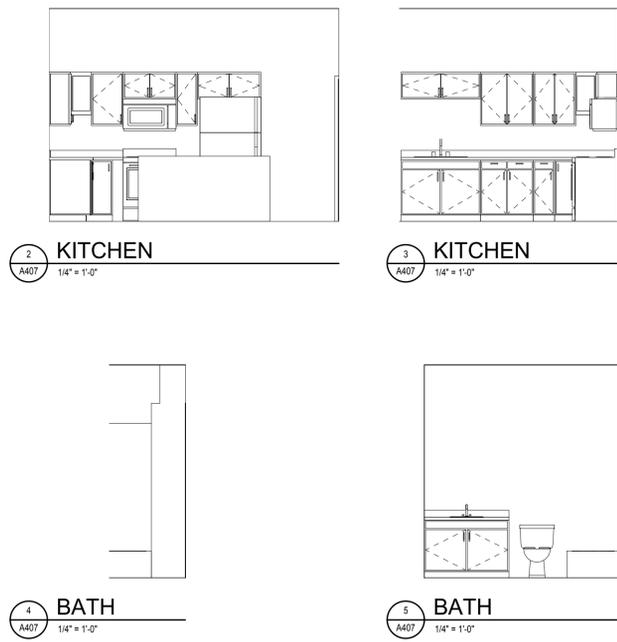
Enlarged Unit Plan - Unit U

SHEET

A406



1 UNIT V - 1 Story/1 Bed (SIMILAR TO U)
A407 1/4" = 1'-0"



GENERAL NOTES - UNIT PLANS:
 1. COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
 2. COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:
 1) NOT USED.
 2) NOT USED.
 3) NOT USED.
 4) NOT USED.
 5) NOT USED.
 6) NOT USED.
 7) NOT USED.
 8) NOT USED.
 9) NOT USED.

West Fargo SHEYENNE 32 - BUILDING 2
 Sheyenne & 32nd Ave S
 West Fargo

Drawing History

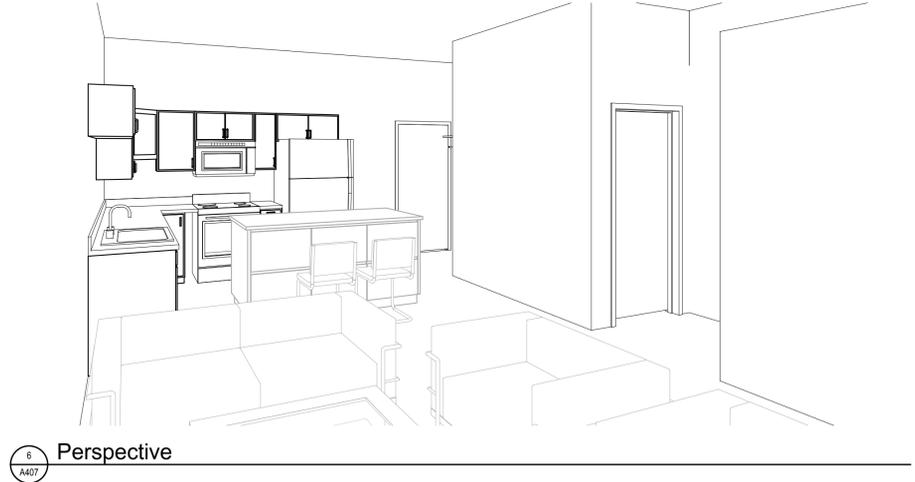
No.	Description	Date

DRAWN BY: DMILP JN: 17-049

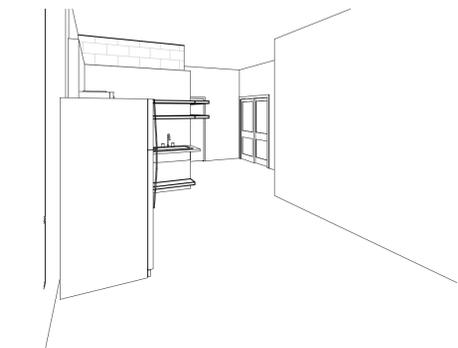
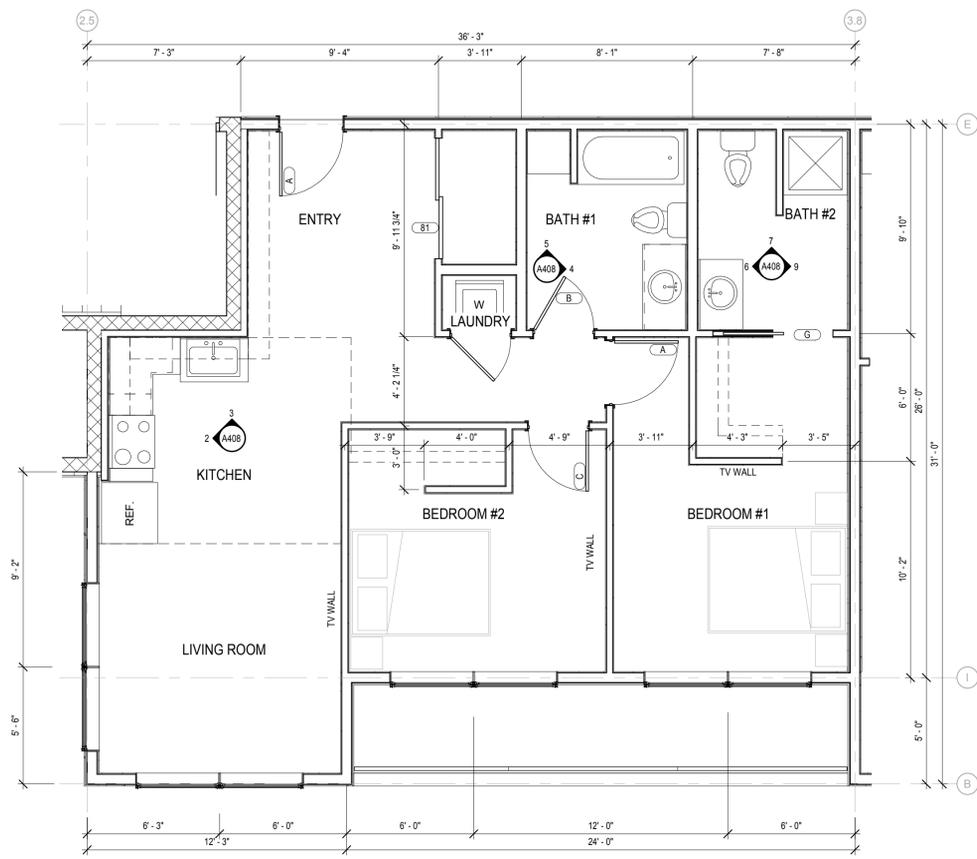
NOT FOR CONSTRUCTION

Enlarged Unit Plan -Unit V

SHEET
A407

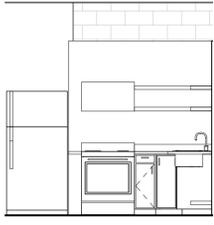


6 Perspective
A407

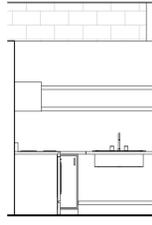


1 UNIT X - 1 Story/ 2 Bed
A408 1/4" = 1'-0"

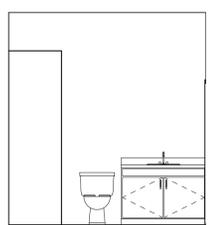
8 Perspective
A408



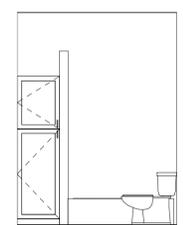
2 KITCHEN
A408 1/4" = 1'-0"



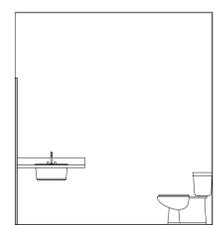
3 KITCHEN
A408 1/4" = 1'-0"



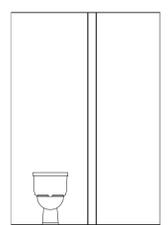
4 BATH
A408 1/4" = 1'-0"



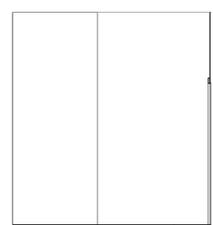
5 BATH
A408 1/4" = 1'-0"



6 BATH
A408 1/4" = 1'-0"



7 BATH
A408 1/4" = 1'-0"



9 BATH
A408 1/4" = 1'-0"

GENERAL NOTES - UNIT PLANS:

- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:

- NOT USED.

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ELECTRICAL

CIVIL

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West Fargo SHEYENNE 32 - BUILDING 2

Sheyenne & 32nd Ave S
West Fargo

Drawing History

No.	Description	Date

DRAWN BY: DMLP JN: 17-049

NOT FOR CONSTRUCTION

Enlarged Unit Plan - Unit X

SHEET
A408

Drawing History

No.	Description	Date

DRAWN BY: DMLP JN: 17-049

NOT FOR CONSTRUCTION

Enlarged Unit Plan - Unit Y

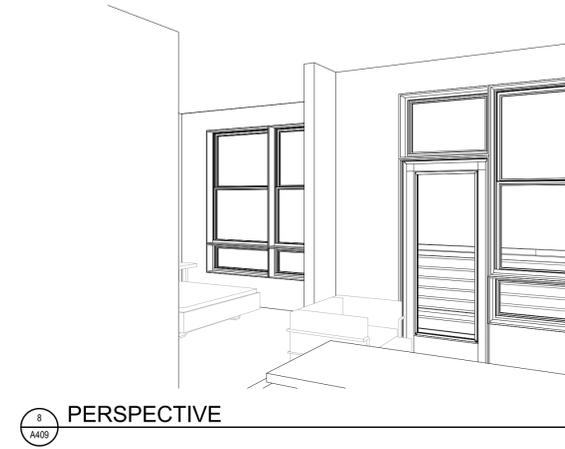
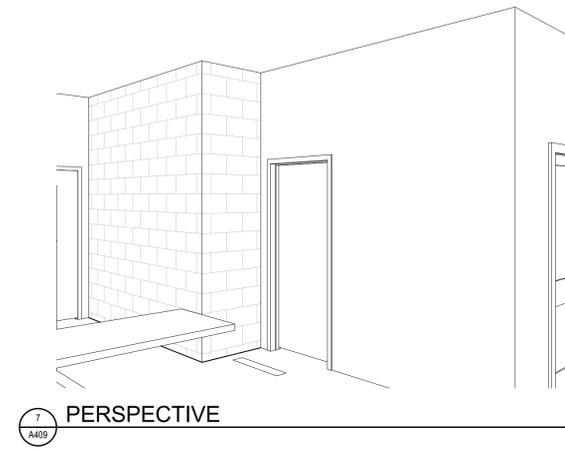
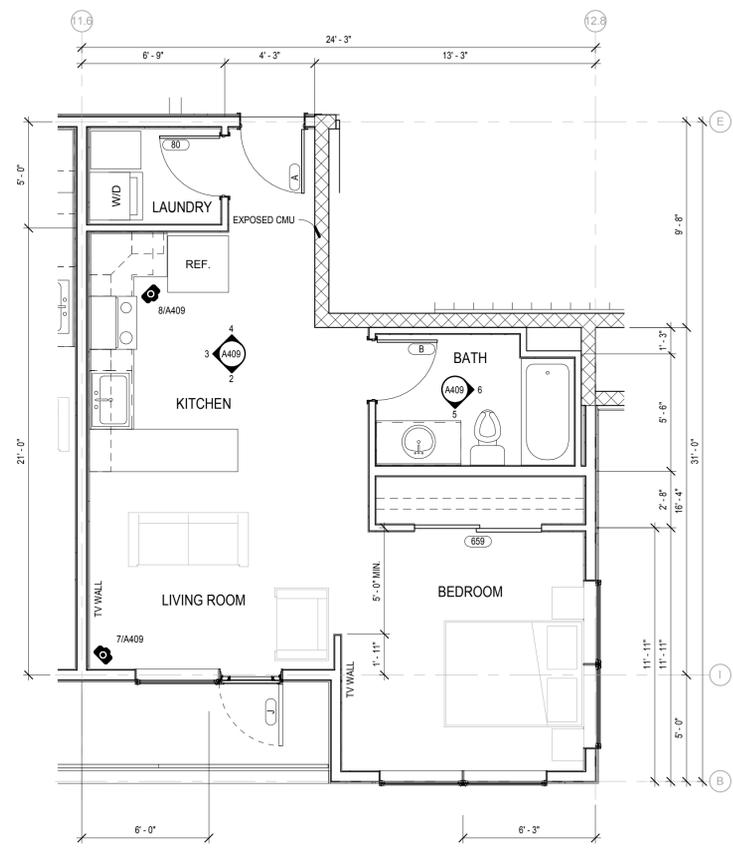
SHEET
A409

GENERAL NOTES - UNIT PLANS:

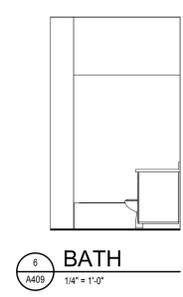
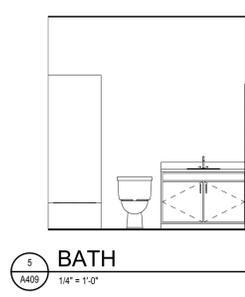
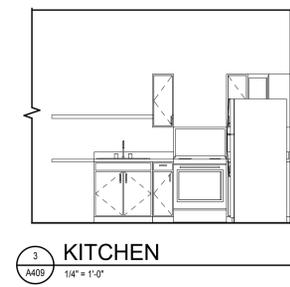
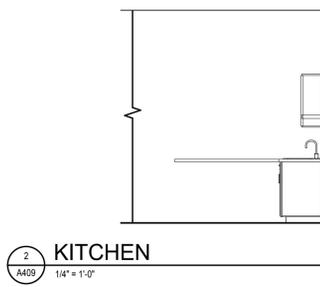
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

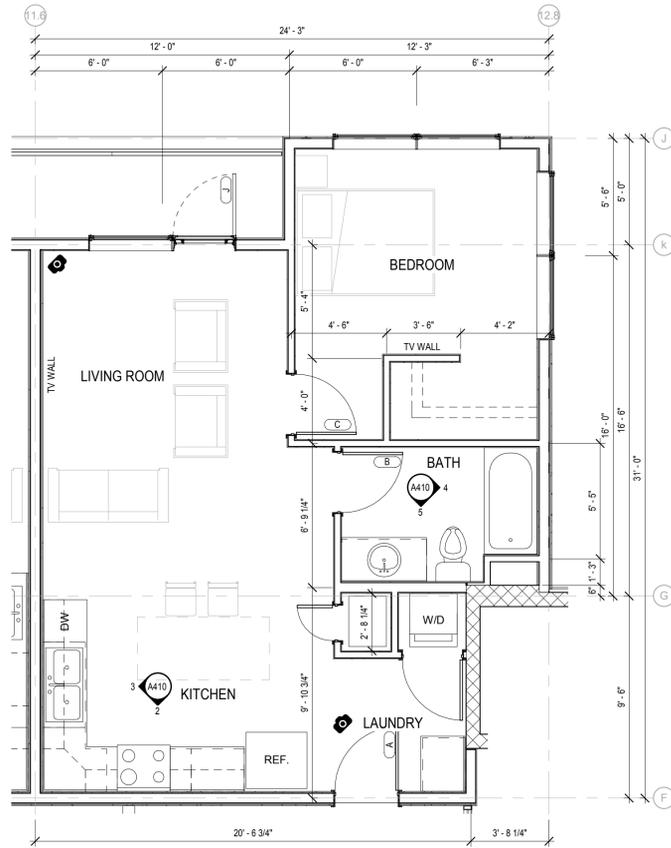
KEYNOTES - UNIT PLANS:

- NOT USED.



1 UNIT Y - 1 Story/Studio
A409 1/4" = 1'-0"



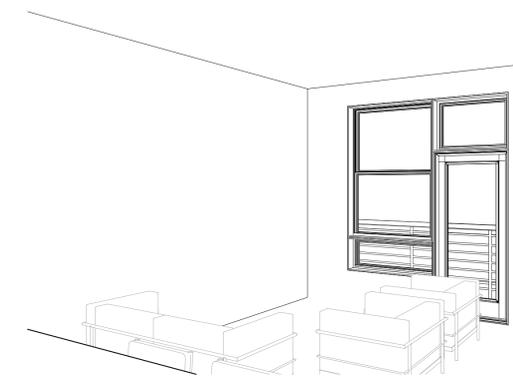


1 UNIT Z - 1 Story/1 Bed
1/4" = 1'-0"

6 PERSPECTIVE
A410



7 PERSPECTIVE
A410



GENERAL NOTES - UNIT PLANS:

- COORDINATE FULL EXTENT OF ROOF PENETRATIONS AND SYSTEMS WITH MECHANICAL AND ELECTRICAL PROVIDED EQUIPMENT.
- COORDINATE FULL EXTENT OF ROOF PENETRATIONS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEYNOTES - UNIT PLANS:

- NOT USED.

Drawing History

No.	Description	Date

DRAWN BY: DMLP JN: 17-049

NOT FOR CONSTRUCTION

Enlarged Unit Plan - Unit Z

SHEET
A410



SHEYENNE32 - BUILDING TWO
WEST FARGO, ND







SHEYENNE32 - BUILDING TWO
WEST FARGO, ND



SHEYENNE32 - BUILDING TWO
WEST FARGO, ND



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